

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

AARON GANT, *et al.*,

Plaintiffs,

v.

FORD MOTOR COMPANY,

Defendant.

Case No. 2:19-cv-12533-SFC-DRG

Hon. Sean F. Cox

Magistrate Judge David R. Grand

**FIRST AMENDED COMPLAINT  
AND JURY DEMAND**

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**FIRST AMENDED COMPLAINT AND JURY DEMAND**

Plaintiffs, by their attorneys, Stern Law, PLLC, hereby file their complaint against the above named defendant, as follows:

**PRELIMINARY STATEMENT**

1. Broadly stated, this lawsuit is a breach of warranty/fraud case based on defective transmissions that defendant Ford Motor Company installed in Fusion brand cars with model years between 2010 and 2017, inclusive. These transmissions were defectively designed and/or defectively manufactured, forced into a manufacturing effort to provide more options than transmission design constraints permitted, and failed to operate as Ford represented to consumers relying upon said representations. Ford, however, continued to install these

defective transmissions in Fusion cars, even though Ford knew of their defects undisclosed to owners, lessees and prospective purchasers and lessees. Even worse, Ford repeatedly lied to consumers as to the reasons for the problems consumers experienced. As a result, consumers were and are stuck in unsafe Fusion autos that have costly repairs and minimal resale value due to the widely discussed transmission defects, with used Fusion sticker prices indicating the market's awareness of the transmission defects alleged herein. Due to the defects in the transmissions, Ford's failure to remedy these problems, and Ford's fraud on consumers, Plaintiffs have been forced to join the ranks of tens of thousands of consumers who have sued Ford in courts nationwide for several years.

2. The causes of action to this complaint (Complaint) arise out of the warranty obligations of Ford for Fusions purchased or leased by Plaintiffs and for which Ford issued a written warranty. Plaintiffs also allege that Ford concealed from Plaintiffs known defects in the transmissions integrated into Plaintiffs' Fusions.

### **PARTIES**

3. Defendant Ford Motor Company ("Ford") is a corporation organized and in existence under the laws of the State of Delaware with its principal offices

located in the City of Dearborn, Wayne County, Michigan, and registered with the Department of Licensing and Regulatory Affairs to conduct business in Michigan. At all times relevant herein, Ford was engaged in the business of designing, manufacturing, constructing, assembling, marketing, distributing, selling and/or importing automobiles and other motor vehicles and motor vehicle components in Michigan.

4. All acts of Ford corporate employees as alleged were authorized or ratified by an officer, director or managing agent of Ford.

5. As used in this complaint (“Complaint”), the word “Plaintiffs” shall refer to those Plaintiffs identified in paragraphs 116 through 491 who are purchasers or lessees of 2010 – 2017 Ford Fusions equipped with defective transmissions. The word “Vehicle” (plural “Vehicles”) shall refer to the Fusions purchased or leased by Plaintiffs as identified in paragraphs 116 through 491 which were designed, manufactured, constructed, assembled, marketed, distributed, sold and/or imported by Ford.

#### **FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS**

6. Upon information and belief, Ford has superior access to each Vehicle’s in-service date, applicable warranties, service contract information and

warranty or service contract repair history, as hereinbefore described.

7. Plaintiffs bring this action as a consolidated action on the grounds that each of their allegations against Ford are the same or substantially similar; as discussed, *infra*, each of Plaintiffs' Vehicles are equipped with one of Ford's defective transmissions.

8. Each Plaintiff purchased or leased his or her Vehicle primarily for personal, family, or household purposes. Each Vehicle was manufactured and/or distributed by Ford. Express warranties accompanied the sale of the Vehicles to Plaintiffs, by which Ford undertook to preserve or maintain the utility or performance of the Vehicles or provide compensation in case of failure in such utility or performance. In deciding to purchase or lease the Vehicles, Plaintiffs reasonably relied on Ford's warranty protection and the express and implied promises contained therein. The Vehicles were delivered to Plaintiffs with serious defects and nonconformities to warranty, and each developed other serious defects and nonconformities to warranty including, but not limited to, a defective transmission. Plaintiffs experienced the transmission defects within the warranty period as extended by Ford and/or the discovery rule.

9. The transmissions in Plaintiffs' Fusions are defective in design,

materials, and/or manufacture and workmanship. This can result in various problems, including, but not limited to the following defects known to Ford: sudden and unexpected shaking, violent jerking, bucking and kicking on acceleration (commonly referred to as “shuddering” or “juddering”), delayed acceleration (especially from a complete stop), gears slipping, hesitation on acceleration, difficulty stopping the vehicle, lack or loss of motive power, delayed downshifts, hard decelerations or ‘clunks’ when slowing down or accelerating at low speeds, premature wear of the internal components, transmission failures in the middle of roadways creating an unreasonably dangerous situation that increases the risk of an accident, and/or catastrophic failures necessitating replacement, attributable to one or more of the following: failing fluid seal integrity, throttle body deficiencies, failed torque converter welds, driveshaft failure, and failed Transmission Control Module (“TCM”) or Powertrain Control Module (“PCM”) updates to limit problems associated with transmission design and/or manufacture, or caused by the vehicle’s design and architecture issues (collectively, the “Transmission Defects”).

10. The existence of the Transmission Defects is a material fact that each Plaintiff, and any reasonable consumer, would have considered when deciding

whether to purchase or lease the Vehicle. Had Plaintiffs known that their respective Vehicle was equipped with a defective transmission exhibiting the Transmission Defects and subject to premature failure, Plaintiffs would not have purchased/leased it at all.

11. As a result of Plaintiffs' reasonable reliance on Ford and its agents' omissions and/or representations, including the express and implied promises included in Ford's warranty protection, each Plaintiff suffered an ascertainable loss of money, property, and value to the Vehicle, including but not limited to, the purchase price of the Vehicle, interest and finance charges, taxes, registration fees, out-of-pocket costs related to repairs to the transmission, the cost and inconvenience of obtaining alternative transportation, diminution in the value of the Vehicle, and loss of use of the Vehicle. Additionally, as a result of the Transmission Defects, each Plaintiff was harmed and suffered actual damages in that the Vehicle's transmission and related components are substantially certain to fail before their expected useful life has run.

12. Finally, those Plaintiffs forced to sell or trade-in their Vehicle due to expenses related to the Transmission Defects have suffered additional damages due to harm related to their credit report in the event of forfeiture and/or additional

financial strain or loans entered into in order to take possession of an alternate, reliable vehicle.

13. All new Fusion autos are backed by a New Vehicle Limited Warranty (“Warranty”). Ford’s Warranty covers any repairs needed to correct defects in materials or workmanship of covered parts. The basic coverage period lasts 36 months or 36,000 miles, whichever comes first, and the powertrain coverage lasts 60 months or 60,000 miles, whichever comes first. The powertrain coverage specifically applies to the engine, transmission and transaxle, drivetrain, and restraint system. Ford explicitly provided the Warranty to all purchasers, lessees, and subsequent purchasers and lessees of Fusion autos throughout the United States. The Warranty assured consumers that Ford would repair any defects in materials or workmanship under normal use.

14. The Warranty purports to cover the transmission. However, consumers have complained that their transmissions failed and required replacement both within and just outside the 60,000-mile warranty period. Fusion owners and lessees have reported to the National Highway Traffic Safety Administration (“NHTSA”) that Ford’s authorized dealerships are replacing transmissions both within, and just outside, the 60,000-mile warranty period. When

such replacements are not being provided under warranty, Plaintiffs have paid significant costs to Ford dealerships for new transmissions out of necessity.

15. Some of the causes of action to this Complaint arise out of the warranty obligations of Ford for a Vehicle purchased/leased by Plaintiffs and for which Ford issued a written warranty. Plaintiffs also allege that Ford concealed the transmissions' known defects from Plaintiffs. As detailed, *infra*, Ford also misrepresented to Plaintiffs the workings, performance, and reliability of said transmissions.

16. Plaintiffs' Vehicles are all Ford Fusionsm from model years ("MY") 2010 to 2017, inclusive, equipped with one of three transmissions:

- a. Most common among Plaintiffs' Fusions is the 6F35 transmission, touted by Ford as offering more efficient power delivery, better fuel economy and smoother, quieter and more precise shifts than that of options provided by the competition. Plaintiffs who own/lease either a Fusion Sport or a Fusion with a 3.0 liter V-6 engine possess a model which includes as standard equipment the SelectShift control option for the 6F35 transmission. SelectShift allows the driver to shift gears using hand controls without a



clutch; upon information and belief, the transmission itself is the same 6F35 present in those without SelectShift with minimal custom alteration to achieve the results described. All automatic, non-hybrid Fusion MYs 2013 and later, and many from MYs 2010 to 2012, contain the 6F35 transmission (with or without a SelectShift);

- b. Hybrid Fusions, decidedly far fewer among Plaintiffs' Fusions, have an automatic transmission known as a continuously variable transmission, or "CVT";and
- c. Some Fusions, MYs 2010 to 2012, inclusive, contain a different type of six-speed automatic transmission known as an Aisin or Aisin Warner transmission. Upon information and belief, none of the Plaintiffs' Vehicles appear to involve this transmission type.

17. Purchasers and lessees whose Fusions have manual transmissions (i.e., "stick shifts") are also not a part of this litigation.

18. Notwithstanding the two transmissions types used in Plaintiffs' Vehicles, commonality exists in the transmission defects and the manifestations thereof. Consistent, endemic problems in Fusions utilizing the 6F35 transmission

have made the Fusion subject to countless lemon law claims nationwide; Plaintiffs are informed, believe and thereon allege that Ford has unique knowledge and information of the extent to which 6F35 transmissions have failed owners and lessees dating back at least as far as 2010. Owners and lessees of Fusions without 6F35 transmissions also report and present defects in their Fusions that mirror those of 6F35 failures. This refers to a core problem in design and architecture wherein the unique body, engine, performance goals and overall mechanical demand of the vehicle place improper and damaging forces upon the transmission, resulting in its failure. Plaintiffs believe that the complaints of those owners and lessees of 6F35 Fusions demonstrate clear, continued evidence of the Transmission Defects; Plaintiffs also contend that failures in non-6F35 Vehicles have merit and are appropriately joined in these consolidated proceedings.<sup>1</sup>

19. Many owners and lessees of automatic Fusion transmissions, including Plaintiffs herein, frequently complain their Fusions take an inordinately long time to accelerate from a stop or low speed, exhibit a hard deceleration or “clunk” when drivers either slow down or accelerate at low speeds, shudder and

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<sup>1</sup> Should the Court fail to find sufficient commonality exists with respect to the 6F35 and CVT/Hybrid transmissions, Plaintiffs request an opportunity to dismiss the CVT/Hybrid owners/lessees without prejudice and separately re-file their claims.

shake or make a loud clunking or knocking sound when the transmission finally selects the appropriate gear ratio, and often fail to accelerate when needed. Finally, in addition to hesitations, slow response, and jerky/shuddering/bucking behavior, the lifespan of the transmission in Plaintiffs' Vehicles is unreasonably short.

20. Despite variation in transmission type of their respective Vehicles, the Transmission Defects are inherent in and the same for each of the Plaintiffs' Vehicles and were present, although potentially not symptomatic, at the time of sale.

21. Ford sold, leased, and continues to sell and lease Fusions despite knowing of the Transmission Defects and the danger they pose to consumers and other drivers, including Plaintiffs.

22. Because Ford will not notify the public that the Fusion transmissions are defective, Plaintiffs (as well as members of the public) are subjected to dangerous driving conditions that often occur without warning.

23. Accordingly, Ford has chosen financial gain at the expense of consumer safety by failing to disclose its knowledge of these critical safety defects to consumers, including Plaintiffs.

24. As early as 2009, if not before, Ford was aware of material facts

regarding the Transmission Defects, but failed to disclose them to consumers. As a result of this failure, Plaintiffs have been damaged.

25. Moreover, as early as 2009, if not before, Ford knew or should have known about the safety hazard posed by the defective transmissions before the sale/lease of Plaintiffs' Vehicles based on pre-market testing, warranty claims, consumer complaints to NHTSA, consumer complaints made directly to Ford and its dealers, and other sources which drove Ford to issue Technical Service Bulletins ("TSBs") acknowledging the Fusion Transmission Defects. Ford should not have sold, leased, or marketed the Fusion, including Plaintiffs' Vehicles, without a full and complete disclosure of the Transmission Defects, and Ford should have voluntarily recalled the Fusion long ago.

26. Each of the Plaintiffs to this Complaint requested or desired that Ford fix the defective transmission in their Vehicle, but Ford could not or would not permanently repair it. Because Ford has not devised a comprehensive and effective solution for the Transmission Defects, any repairs Ford attempted are merely temporary stop-gap measures destined to fail in the future.

### **Development of the 6F35 and CVT Transmissions**

27. The predecessor of the 6F35 transmission was the general 6F

transmission architecture, which Ford developed with General Motors for production in calendar year 2006 for MY 2007 vehicles. **Exhibit A** at 1, *General Motors Hydra-Matic & Ford New FWD Six-Speed Automatic Transmission Family*; Charles Lewis, General Motors Powertrain; Bryce Bollwahn, Ford Motor Company; SAE 2007 World Congress, Detroit, Michigan; April 16-19, 2007.

28. The transaxle was developed jointly, with approximately 85 percent of the hardware shared or common. *Id.* The result was described as “a common approach to design and manufacturing engineering. Despite using common suppliers for a majority of parts to leverage economies of scale, both companies are utilizing unique controls and calibrations to tailor the shift feel of the transaxle to fit their brand characteristics.” **Exhibit B**, *New Fuel-Saving 6-Speed Transaxle To Propel Ford Edge To Head Of Crossover Utility Class*; Ford Motor Company; November 9, 2005. Ford’s version of this front wheel drive six-speed automatic transmission was the 6F50, and the higher capacity variant, the 6F55. Its initial application was to be the MY 2007 Lincoln MKX and Ford Edge. **Exhibit A**, at 1.

29. According to a press release introducing the 6F, the new transmission promised better fuel economy and better shifting performance. Ford touted a number of features that purported to make its version of the 6F transmission unique

from the competition, representing the transmission as follows:

- a. A wide span of 6.04 between the transaxle's lowest and highest gear ratio to deliver improved fuel economy and improved acceleration;
- b. A low 4.48 gear for good acceleration at launch and a tall, 0.74 overdrive, for exceptional fuel economy;
- c. Smaller ratio step sizes to enable smoother shifts, reduce noise, vibration and harshness;
- d. Extensive use of CAE modeling on the transaxle case, resulting in a solid housing for the transaxle components, that included added strengthening ribs to minimize radiated noise and vibration, and additional thickness in some areas of the case for added strength;
- e. Three simple planetary gear sets designed for robustness and to use low-pinion pitch line velocities to reduce noise;
- f. All gears were cut using high-precision CNC hobbing, grinding and honing machines. The transfer and final drive gears were hard-treated for strength, and subsequently ground and honed to provide a more precise fit, thus reducing gear whine;

- g. First use of an off-axis pump, which takes up much less space in the transaxle.
- h. Use of plate clutches only for each shift “to deliver quiet, smooth shifts throughout the entire ratio span; and
- i. Ford proprietary control strategies that use powerful adaptive algorithms for fast, responsive shifts.

**Exhibit B.**

30. The following year, Ford installed the 6F50 on the 2008 models of the Ford Taurus, Taurus X, Edge, Mercury Sable, Lincoln MKX and 2009 Ford Flex and Lincoln MKS.

31. In 2008, Ford announced that it was introducing a new variant, the 6F35, to be initially applied to the 2009 Model Year Ford Escape, Mercury Mariner and Mazda Tribute vehicles. It was also slated to be applied to 2010 Model Year Ford Fusion and Mercury Milan. **Exhibit C, *Ford Begins Production of New Mid-Range Six Speed Automatic***; Auto Blog; Sam Abuelsamid; May 8, 2008. Ford touted this new 6F35 variant, like the original 6F transmissions, as a boon to fuel economy, while providing smooth efficient shifting: “The new 6F35 front-wheel-drive transmission offers a 4 to 6 percent improvement in fuel

economy versus conventional 4- and 5-speed automatics, in addition to improved acceleration.” **Exhibit D**, *Ford's New 6-Speed Automatic Transmission Offers 4-6 Percent Fuel Economy Improvement*; press release; Ford Motor Company; May 7, 2008, PDF pg. 3.

32. Again with the 6F35 transmission, similar to the 6F, Ford boasted a host of improvements:

- a. A greater gear span, that allows the engine to operate at more optimum combinations of speed and load;
- b. Patented one-way rocker clutches allow for smoother, quieter, more precise shifts. Working like a socket wrench, the rocker clutches spin freely one way, but securely lock in the other direction. As result, gears are engaged and disengaged more quickly;
- c. A chain-driven secondary gear set, with specifically designed with random-size links that reduces noise, vibration and harshness;
- d. Unique pump-filter interface that eliminates pump whine; and
- e. Fluid fill for life – a special blend of transmission fluid is maintenance free for the life of the gearbox.



**Exhibit D**, at 3.

33. The news coverage of this transmission consistently shows that most, if not all, of the 6F variants were produced at the Van Dyke Transmission Plant, including the 6F35 and the CVT.

34. In 2012, Ford also produced a continuously variable transmission (“CVT”) for its hybrid vehicles, the Hybrid HF35. The HF35 was introduced in the 2013 C-MAX Hybrid, Plug-In Ford C-MAX Energi, Fusion Hybrid, Ford Fusion Energi, and the Lincoln MKZ. **Exhibit E**, *Ford Says Homegrown CVT Key to Speed, Fuel Economy of New Hybrids*; Ward’s Auto; August 17, 2012.

35. The Transmission Defects are, upon information and belief, part of an aggressive effort by the manufacturer to provide variety to vehicle builds, which has occurred at the expense of reliability. The transmissions used in Plaintiffs’ Vehicles failed to provide that reliability due in part to their need to be interchangeable transmissions at the build stage. Ford produced multiple, inadequate transmission solutions that have consistently failed owners and lessees. The effort to build “both HF35 [the hybrid CVT], and 6F35, a conventional six-speed automatic transmission, simultaneously” while using a variety of transmission systems into one common body/unit has been one of several factors

resulting in a flawed transmission design. **Exhibit F**, *Ford Celebrates Production of First North American FWD Hybrid Transmission*, Torque News press release; Don Bain; Aug. 2, 2012. These failures manifest in the Transmission Defects, including failing fluid seal integrity, throttle body deficiencies, driveshaft failure and the need for repeat PCM updates to try to limit the problems caused by overall design and architecture issues.

### **Ford Aggressively Markets the Fusion and its Transmissions**

36. Ford aggressively marketed the Fusion, particularly its much-touted transmissions, and continued to do so long after discovering, or having sufficient notice to discover, the Transmission Defects.

37. In touting the 2010 Fusion, Ford further pushed the narrative that customization was critical to its marketing effort on the vehicle: “Manual or automatic – it’s time to shift your state of mind. Take the new 6-speed manual for a spirited drive. Pair the smooth-shifting 6-speed automatic with the 2.5L I-4 engine for max mileage. Or let the new 6-speed SelectShift Automatic™ choose the optimal gear for any situation – while giving you the power to shift for yourself whenever you want. It’s the best of both worlds.” **Exhibit G**, 2010 Marketing Brochure, at 3.

38. Ford emphasized the new 2010 Fusion transmissions, and variations available, to dealers as a selling point: “New 6-speed automatic transmission includes Grade Assist Mode, is available on the 2.5L Duratec I-4 engine and is standard with the 3.0L V6 engine. All-new 6-speed SelectShift Automatic transmission is standard on Fusion Sport and standard with the 3.0L V6, allowing the driver the choice of a clutchless manual shifting mode.” **Exhibit H**, 2010 Tech Info, at 8.

39. Despite being aware of the Transmission Defects, Ford continued to tout the transmissions in marketing materials for the 2011 Fusion: “Get up to 33 mpg hwy with the I-4 and a smoothshifting 6-speed automatic transmission. . . . The V6 is mated to a 6-speed SelectShift Automatic™ that chooses the optimal gear for any situation, while giving you the power to shift for yourself whenever you want. It’s the best of both worlds.” **Exhibit I**, Ford 2011 marketing brochure, at 3.

40. Tech info on the 2011 Fusion also explicitly highlighted the defective six-speed automatic transmission, misrepresenting it as follows:

- Wide 6.04:1 gear ratio delivers good fuel economy and performance;

- Includes Grade Assist Mode;
- Short first and second gears provide impressive launch and acceleration;
- Tall overdrive gear is designed to provide better fuel economy;
- Short steps between intermediate gears enhance performance and feel by finding the right gear for the most-efficient operating conditions;
- Every part of the transmission is designed to provide smooth, quiet operation;
- Transmission fluid is “filled for life” to help lower cost of ownership.

**Exhibit J**, 2011 Fusion tech info, at 10.

41. Ford’s 2011 Fleet Guide, which discusses multiple models, also specifically highlights the new six-speed transmissions found in the Ford Fusion. Under the heading, “Interior Quietness,” Ford states that its “new 6-speed automatic transmissions are subjected to hundreds of hours of durability and noise, vibration and harshness (NVH) testing.” **Exhibit K**, 2011 Fleet Guide, at 4. Ford also claims that it is “boosting transmission efficiency by shifting to advanced

6-speed gearboxes. With more gears, Ford powertrains have a broader range from which to select the optimum mix of engine torque and horsepower for different driving situations. Bottom line: better acceleration, better mileage.” *Id.*, at 5. Ford emphasizes that the 2011 Fusion contains Ford’s new “6-speed SelectShift Automatic™ transmission.” *Id.*, at 14.

42. Ford’s 2012 Fusion marketing brochure touts the six-speed automatic transmission’s contribution to “fuel economy a similarly equipped Camry and Altima can’t beat,” and describes the SelectShift automatic transmission as “the best of both worlds. Shift whenever you want, or let it choose the best gear for you.” **Exhibit L**, 2012 Marketing Brochure, at 4, 10.

43. The tech info for the 2012 Fusion describes the following “key features” of the six-speed automatic transmission: “Engineered for quiet and high quality; Hard-finish gears for precise fit and reduced gear whine; Die-cast aluminum housing helps reduce noise; Optimized pump porting helps reduce transmission fluid pressure “ripple” and noise; SelectShift Manual Mode allows driver to change gears, up or down, without using a clutch and automatically protects against damaging shift scenarios.” **Exhibit M**, 2012 Fusion Tech Info, at 10.

44. Ford continued to tout the Fusion and its transmissions year after year, despite the known-but-concealed Transmission Defects. Ford marketed the 2013 Fusion as possessing “instantaneous low-end torque responsiveness and virtually no turbo lag,” and able to “squeeze maximum power and efficiency from each drop of fuel.” Ford described the six-speed SelectShift Automatic as an “advanced technolog[y]” that would “help Fusion achieve 37 mpg hwy. A 175-hp 2.5L iVCT I-4 engine with 6-speed SelectShift Automatic is standard, rounding out an impressive gasoline engine lineup.” **Exhibit N**, 2013 Fusion Marketing Brochure, at 4 (footnotes omitted).

45. Again in 2014, Ford pushed the defective transmissions as providing benefits for consumers: “Bridges the gap between power and efficiency. Fusion supplies both. . . . With robust low-end torque and virtually no turbo lag, EcoBoost technology squeezes maximum power from each drop of fuel. Along with impressive efficiency. Equipped with a new 1.5L EcoBoost that’s mated to a 6-speed SelectShift® automatic transmission, Fusion has an EPA estimated rating of 36 hwy mpg. . . . For performance-minded drivers, a 240-hp, 2.0L EcoBoost teams with a SelectShift automatic, whose 6 speeds can be paddle shifted from the steering wheel.” **Exhibit O**, 2014 Fusion Marketing Brochure, at 4 (footnotes

omitted).

46. Ford made similarly misleading claims in the marketing brochures for the 2015, 2016, and 2017 Fusions. *See, e.g., Exhibit P*, 2015 Fusion Marketing Brochure, at 4 (claiming that the SelectShift transmission would please “performance-minded drivers”); *Exhibit Q*, 2016 Fusion Marketing Brochure, at 3 and 6 (in addition to boosting power and efficiency, SelectShift transmission would “[u]p the fun-to-drive factor even more”); and *Exhibit R*, 2017 Fusion Marketing Brochure, at 5 (listing the “thoughtfully redesigned” SelectShift transmissions as one reason why the “Fusion engine lineup has never been stronger”).

47. The difference between Ford’s representations about the Fusion’s transmissions and Plaintiffs’ actual customer experience is breathtaking.

### **The Transmission Defects Pose an Unreasonable Safety Hazard**

48. The Transmission Defects pose an unreasonable safety hazard. Hesitations, slow/no responses, hard braking or catastrophic transmission failure impair drivers’ control over their vehicles, which significantly increases the risk of accidents. For example, turning left across traffic in a vehicle with delayed and unpredictable acceleration is unsafe. In addition, these conditions can make it

difficult to safely change lanes, merge into traffic, turn, brake slowly or accelerate from stop light/sign, and accelerate onto highways or freeways.

### **Complaints Lodged with NHTSA**

49. Federal law requires automakers like Ford to be in close contact with NHTSA regarding potential auto defects, including imposing a legal requirement (backed by criminal penalties) compelling the confidential disclosure of defects and related data by automakers to NHTSA, including field reports, customer complaints, and warranty data. *See* TREAD Act, Pub. L. No. 106-414, 114 Stat. 1800 (2000).

50. Automakers have a legal obligation to identify and report emerging safety-related defects to NHTSA under the Early Warning Report requirements. *Id.* Similarly, automakers monitor NHTSA databases for consumer complaints regarding their automobiles as part of their ongoing obligation to identify potential defects in their vehicles, including and especially those that are safety-related. *Id.* Thus, Ford knew, or should have known, of the many complaints about the Transmission Defects logged by NHTSA's Office of Defects Investigation ("ODI"), and the content, consistency, and large number of those complaints alerted, or should have alerted, Ford to the Transmission Defects.



51. For years, owners and lessees of Fusions have publicly complained to the United States government about the Transmission Defects. The ODI is an office within NHTSA. ODI conducts defect investigations and administers safety recalls to support NHTSA's mission to improve safety on the Nation's highways. All automobile manufacturers routinely monitor and analyze NHTSA complaints because this information is used in determining if a safety issue exists or, at minimum, if a recall is warranted due to product issues. *See* <https://www-odi.nhtsa.dot.gov/recalls/recallprocess.cfm> (last visited July 31, 2019). Indeed, automobile manufacturers are required by law to report any potential safety defects to the United States government and its consumer-protection entities.

52. Numerous complaints made to NHTSA and elsewhere online demonstrate that the Transmission Defects in the Fusion are widespread and dangerous, and that they manifest without warning. The complaints also indicate Ford's awareness of the problems with the transmissions and the Transmission Defects, including how dangerous they are for drivers. Numerous complaints to NHTSA about the Transmission Defects are attached: 423 complaints relating to the 6F35 transmission in **Exhibit S**, and 150 complaints relating to the CVT in

**Exhibit T.** These safety complaints detail the same Transmission Defects Plaintiffs complain of. Spelling and grammar mistakes remain as found in the originals.

53. Plaintiffs point to the numerous reports of similar Transmission Defects contained in the attached NHTSA complaints as evidence of the wide-spread nature of the Transmission Defects and Ford's notice and knowledge regarding same.

**Ford Had Superior and Exclusive Knowledge of the Transmission Defects**

54. Ford had superior and exclusive knowledge of the Transmission Defects and knew or should have known that the defects were not known or reasonably discoverable by Plaintiffs before they purchased or leased their Vehicles.

55. Plaintiffs are informed and believe and based thereon allege that before Plaintiffs purchased/leased their Vehicles, and since at least 2009, Ford knew about the Transmission Defects, through access to pre-release testing data, early consumer complaints to Ford and its dealerships serving as its representatives for warranty-covered repairs, testing conducted in response to those complaints, high failure rates and replacement part sales data, consumer complaints to NHTSA (which Ford routinely monitors), by developing Technical

Service Bulletins in an effort to address the Transmission Defects, from consumer complaints and discussion data collected and analyzed by Ford at significant cost by the company, and through other aggregate data collected from Ford dealerships.

56. Ford is uniquely knowledgeable in the design and manufacture of consumer vehicles. As an experienced manufacturer, Ford conducts tests, including pre-sale durability testing, on incoming components, including transmissions, to verify the parts are free from defect and align with Ford's specifications. Thus, Ford knew or should have known the transmissions were defective and prone to placing drivers in dangerous positions due to the inherent risk of the defects.

57. Additionally, on information and belief, Ford knew of the impact of these defects from the sheer number of reports received from its dealerships. Ford interacts with individual dealerships to identify potential common defects and has received numerous reports regarding the Transmission Defects, which led Ford to develop and release (to dealerships—not the public) the related TSBs. Ford also collects and analyzes field data including, but not limited to, repair requests made at dealerships, technical reports prepared by engineers who have reviewed

vehicles for which warranty coverage is being requested, parts sales reports, and warranty claims data.

58. Ford maintains a customer service hotline, with dedicated call centers located in Melbourne, FL, and elsewhere to receive and address consumer concerns regarding its products. These calls can result in repair escalations, warranty extensions, buyback reviews, etc. Data collected regarding the nature of calls, the products causing concern and more would be in the exclusive possession of Ford Motor Company, providing the company with notice of the Transmission Defects and the impact thereof on owners and lessees.

59. Finally, on information and belief, Ford knew of the public's concerns regarding defects from the sheer number of online postings made about the topic on social media platforms, including forums, blogs, social platforms and more, on which data was collected on behalf of the company by a third-party vendor. Ford regularly interacts with individual posters on these digital landscapes to identify potential common defects and regularly receives reports regarding consumer concerns via the social media customer service programs it actively maintains. On information and belief, Plaintiffs allege Ford also collects and analyzes data from online postings including, but not limited to, product

failure rates, concerns regarding failed repair efforts, repair requests made at dealerships, consumer experiences shared with online customer service agents, and more.

60. Ford's warranty department similarly analyzes and collects data submitted by its dealerships in order to identify repair trends in its vehicles. Upon information and belief, to secure reimbursement for warranty covered repairs, Ford's dealerships must provide the manufacturer with detailed documentation of the problem or condition and the fix employed to correct same.

61. Indeed, shortly after the Fusion was introduced to consumers, including Plaintiffs, Ford began rolling out a continuous series of TSBs in respect of the Transmission Defects and/or powertrains. *See Exhibit U*, Compilation of Fusion Transmission TSBs.

62. The TSBs detail the same Transmission Defects that Plaintiffs complain of here, proving that Ford knew well that its Fusion transmissions were not functioning as marketed or expected, and that they were defective and not fit for their intended use. They also suggest that Ford was aware of some potential causes of the Transmission Defects.

63. To the extent a given transmission model is similar from year to year,

and relies on similar components, the TSBs from previous model years did or should have alerted Ford that similar Transmission Defects would manifest in current and future model years using the same transmissions or transmission components. Ford had the superior and exclusive knowledge of the degree to which Fusion transmissions were similar from model year to model year.

64. One of the earliest TSBs relating to the Transmission Defects was TSB 9-18-13, issued by Ford on September 21, 2009, and entitled, “6F35- Harsh 3-1 or 2-1 Rolling Stop Downshift- Hesitation During Low Speed Maneuvers - 2-3 or 3-4 Upshift Flare Cold Starts -No DTCs.”<sup>2</sup> **Exhibit U**, TSB Compilation, at 1. This TSB shows Ford’s knowledge that some 2010 Fusions “exhibit harsh 3-1 or 2-1 rolling stop downshift or downshift hesitation during throttle tip-in/tip-out 3-4-2 downshift maneuver at vehicle speeds between 20-40 MPH (32-64 Km/h). Also may have 2-3 or 3-4 upshift flare during cold starts (engine off for 2 or more hours).” Ford suggests reprogramming the powertrain control module (“PCM”) to address the problem. *Id.*

65. Multiple other TSBs were released relating to Transmission Defects in just the 2010 Fusions equipped with 6F35 transmissions:

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<sup>2</sup> DTC stands for Diagnostic Trouble Codes.

- a. TSB 10-1-7, released on February 1, 2010, relating to “Harsh Engagements/Shifts”;
- b. TSB 10-12-12, released on July 5, 2010, relating to “malfunction indicator light on 5th gear drive away (Transmission Failsafe) after using the Grade Assist option on a steep downgrade”;
- c. TSB 10-21-9, released on November 8, 2010, relating to “6F35 Transmission - Harsh 2-3 Upshift - 3-4 Upshift Flare - Harsh Rolling Engagement”; and
- d. TSB 11-12-8, released on December 22, 2011, relating to “Harsh 1-2 Shift, 2-3 Shift Flare or Intermittent Delayed or Harsh First Engagement with No DTCs.”

**Exhibit U.**

66. Other TSBs relate to similar Transmission Defects in other Fusion model years, each showing that Ford knew, from before the TSB’s issue date, of the Transmission Defects but did not share that knowledge with Plaintiffs or other prospective consumers. The TSBs in **Exhibit U** describe Ford’s knowledge of the following manifestations of the Transmission Defects:

- a. “2-3 Shift Flare Occurs When Vehicle is Cold or an Intermittent

Delayed/Harsh First Engagement,” TSB 11-9-9 regarding the 2011 Fusion’s 6F35, issued on Sept. 20, 2011, *Id.*;

- b. “Intermittent Harsh 1-2 or Harsh 5-6 Shift, Late 4-5 (2.5L) or 4-5 Shift Flare Cold,” TSB 12-6-12 regarding the 2011-2012 Fusion’s 6F35, issued on June 30, 2012, *Id.*;
- c. “6F35 Transmission - Fluid Leak at Left Side Halfshaft Seal” “due to wear on the transmission case bushing,” TSB 16-0043 regarding the 2010-2014 Fusions, issued on March 15, 2016, *Id.*;
- d. “6F35 - Harsh Transmission Engagement During Active Start/Stop Event and DTC P0C27,” which “may be caused by air entering the transmission fluid auxiliary pump supply tube,” TSB 16-0111, regarding the 2014-2016 Fusions, issued on September 1, 2016, *Id.*;
- e. “Rolling Reverse to Drive Engagement Shudder” on 2016 Fusions with a 2.0L gasoline turbocharged direct injection engine, TSB 16-2037, issued on September 14, 2016, *Id.*;
- f. “2.5L- Drive to Reverse Delayed Engagement/Shudder” on 2016 Fusions with a 2.5L engine “when the throttle is applied during



reverse engagement,” TSB 16-0125, issued on September 21, 2016, *Id.*; and

- g. “the studs that retain the torque converter to the engine flexplate may have been improperly welded . . . [and] may detach from the torque converter leading to loss of motive power,” TSB 17S16 – Supp 2, issued on June 12, 2018, *Id.*

67. On information and belief, each TSB issued by Ford was approved by managers, directors, and/or other executives at Ford. Therefore, on information and belief, Ford’s managers, directors, and/or executives knew, or should have known, about the Transmission Defects, but they refused to disclose the Transmission Defects to prospective purchasers and owners/lessees, and/or otherwise actively concealed the Transmission Defects.

68. Reasonable consumers, like Plaintiffs, expect that a vehicle’s transmission is safe, will function in a manner that will not pose a safety risk, and is free from defects. Plaintiffs further reasonably expect that Ford will not sell or lease vehicles with known safety defects, such as the Transmission Defects, and will disclose any such defects to its consumers when it learns of them. Plaintiffs did not expect Ford to fail to disclose the Transmission Defects to them and to

continually deny their existence.

### **Ford's Failure to Disclose the Transmission Defects**

69. Ford never disclosed the notice and knowledge reflected in its TSBs cited herein to any Plaintiff or other prospective purchaser/lessee of a Fusion.

70. Ford never disclosed the Transmission Defects to Plaintiffs prior to or at any point during the ownership/lease of their Vehicles, and Ford has never instructed its dealerships to disclose the Transmission Defects to drivers or potential purchasers or lessees of Fusions. With respect to those Plaintiffs that purchased a previously owned Fusion with Transmission Defects, which had been repaired for same by a Ford authorized dealership, the existence of said repairs was not disclosed as required to said Plaintiffs.

71. The Transmission Defects were not known or reasonably discoverable by the Plaintiffs before purchase or lease of their Vehicles; or without experiencing the defects first-hand and exposing themselves to an unreasonable safety risk.

72. Ford has remained silent even as it issued service bulletins, conducted internal investigations, and witnessed the failure of the transmissions via its dealership service records and documented customer complaints.

73. Ford's refusal to publicly acknowledge the Transmission Defects

created widespread misinformation and confusion. Ford's failure to notify consumers, dealerships, or auto-technicians of known defects in the Fusion transmissions prevented early and effective diagnosis and repair of the Transmission Defects.

74. As a result of Ford's inaction and silence, Plaintiffs were entirely unaware that they had purchased/leased and continue to drive an unsafe and unreliable vehicle. As Ford knows, a reasonable person would consider the existence of the Transmission Defects to be a material and important fact to be disclosed at the time of purchase/lease; had the Transmission Defects been disclosed prior to the time of purchase/lease, Plaintiffs would not have purchased/leased their Vehicle, or would have paid substantially less for it.

**Ford Has Actively Concealed the Transmission Defects**

75. Despite its knowledge of the Transmission Defects in the Fusions, Ford actively concealed the existence and nature of the defects from Plaintiffs. Specifically, Ford failed to disclose or actively concealed the following at and after the time of purchase, lease, or repair:

- a. all known material defects or material nonconformities of the Vehicles, including the defects pertaining to their transmissions;

- b. that the Vehicles, including their transmissions, were not in good working order, were defective, and were not fit for intended purposes; and
- c. that the Vehicles and their transmissions were defective, despite the fact that Ford learned of such defects as early as 2009, if not before; and
- d. that consumers had expressed directly to Ford, or indirectly through channels monitored by Ford, their concerns about Transmission Defects in their Fusions.

76. When consumers present their Fusions to an authorized Ford dealer for transmission repairs, rather than repair the problem under warranty, Ford dealers either inform consumers that their vehicles are functioning properly or conduct repairs that merely mask the Transmission Defects and fail to provide a permanent fix to the issue.

77. Ford has caused Plaintiffs to expend money and/or time at its dealerships to diagnose, repair or replace the Vehicles' transmissions and/or related components, despite Ford's knowledge of the Transmission Defects. When the Vehicles are outside of Ford's warranty coverage, significant additional expense is

incurred by Plaintiffs.

### **Ford's Rich History of Failing to Act Promptly to Remedy Serious Defects**

78. Ford's failure to act promptly to disclose the Fusion's Transmission Defects, recall affected vehicles, and remedy the problem through a permanent repair or complete resolution for owners and lessees is not a unique situation. In fact, Ford's recent history is rife with examples wherein it was aware of serious defects in design and/or manufacturing, and yet failed to timely act in the best interest of its customers by repairing or buying back the subject vehicles. In many instances, the only means by which owners and lessees became aware of the defect and the extent of Ford's notice and knowledge regarding same were major news stories or governmental investigations.

79. Despite a class action settlement that left the vast majority of owners without any financial benefit, the public only became aware of the serious defects in Ford's DPS6 transmission utilized in the Focus and Fiesta vehicles after discovery materials from the individual DPS6 lawsuits became part of the public record. **Exhibit V**, *Ford knew Focus, Fiesta models had flawed transmission, sold*

*them anyway*; Detroit Free Press, Sept. 10, 2019.<sup>3</sup> In fact, Ford’s corporate pattern of concealing defects is, upon information and belief, the basis for a recent whistleblower disclosure of serious discrepancies in how the manufacturer calculated fuel economy and emissions in their vehicles. *Id.* Through discovery, Plaintiffs will, upon information and belief, identify additional evidence of the manufacturer’s concealment and fraud, which was first identified for Plaintiffs after retaining undersigned counsel, who conducted an investigation into customer complaints.

80. Calls for Fusion recalls and/or investigations once again have shown Ford to be merely reactive rather than proactive, despite the safety risks to customers and the public. The MY 2013 - 2016 Fusions were subject to a recall due to a transmission defect which permitted vehicles to roll away/shift gears due to a “glitch.” **Exhibit W**, *Ford recalls 270,000 Fusion cars to fix glitch that can cause vehicles to shift gears and roll away*; CNBC, May 15, 2019.<sup>4</sup> Serious brake failures in the Fusion triggered a NHTSA investigation due to dozens of accidents

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<sup>3</sup><https://www.freep.com/in-depth/money/cars/ford/2019/07/11/ford-focus-fiesta-transmission-defect/1671198001/>

<sup>4</sup><https://www.cnbc.com/2019/05/15/ford-recalls-fusion-cars-to-fix-glitch-that-can-cause-them-to-roll-away.html>

and several injuries. **Exhibit X**, Article: *Feds Investigate Whether Ford Should Recall A Million Sedans Over Break Failures*; Forbes, Apr. 24, 2019<sup>5</sup>; **Exhibit Y**, NHTSA ODI Resume.<sup>6</sup> Airbag failures, while unrelated to the transmission, sparked important and wide-reaching safety concerns. As usual, Ford was slow to react. **Exhibit Z**, Article: *Ford Recalls Fusion and Lincoln MKZ Vehicles*, carcomplaints.com, Nov. 5, 2018<sup>7</sup>; **Exhibit AA**, *Ford Expands Takata Airbag Recalls By 953,000 Vehicles*; carcomplaints.com, Jan. 4, 2019.<sup>8</sup> Even loose steering wheels required a recall due to safety concerns. **Exhibit BB**, Article: *Loose steering wheels trigger Ford recall of 1.4M Fusion, Lincoln MKZ cars*; USA Today, Mar. 14, 2018.<sup>9</sup> And stud fractures resulting in wheel separation and significant safety concerns prompted a recall nearly two years after the vehicles' manufacture date. **Exhibit CC**, Summary: *Ford Recall 11S23: Fracture Wheel*

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<sup>5</sup><https://www.forbes.com/sites/jensen/2018/04/24/brake-failure-feds-investigate-whether-ford-should-recall-one-million-sedans/#64d2275470c6>

<sup>6</sup> <https://static.nhtsa.gov/odi/inv/2016/INOA-PE16017-4745.PDF>

<sup>7</sup><https://www.carcomplaints.com/news/2018/ford-recalls-fusion-and-lincoln-mkz-vehicles.shtml>

<sup>8</sup><https://www.carcomplaints.com/news/2019/ford-expands-takata-airbag-recalls-953000-vehicles.shtml>

<sup>9</sup><https://www.usatoday.com/story/money/cars/2018/03/14/ford-recall-fusion-lincoln-mkz-steering-wheel/423395002/>

*Studs*; carcomplaints.com, Dec. 7, 2011.<sup>10</sup> The Fusion's 6F35 transmission was recently subject to a multi-model year recall because improper welding could result in loss of motive power and safety concerns for Fusion, Edge and Lincoln MKX and MKZ owners/lessees. **Exhibit DD**, *Ford recalls Edge, Fusion, Lincoln MKZ for transmission gremlins*; Road Show, July 11, 2017<sup>11</sup>; **Exhibit EE**, *Ford Recalls Edge, Fusion, Lincoln MKX and Lincoln MKZ*; carcomplaints.com, Aug. 31, 2019.<sup>12</sup>

81. Industry media outlets have widely reported on Transmission Defects in Fusions:

- a. The automatic transmission may develop shifting concerns. On lower mileage vehicles, upgrading the software in the powertrain control module (PCM) and the transmission control module (TCM) may correct the problem. As the mileage increases, internal transmission damage can occur. Repairs could involve replacement of the valve body or a complete transmission rebuild. Whenever major transmission repairs are made, it is important to be sure the PCM and the TCM have the latest software updates to help prevent these issues from reoccurring. (1063 people reported this problem)

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<sup>10</sup><https://www.carcomplaints.com/Ford/Fusion/2011/recalls/fracture-wheel-studs-11v574000.shtml>

<sup>11</sup><https://www.cnet.com/roadshow/news/ford-recalls-edge-fusion-lincoln-mkz-for-transmission-gremlins/>

<sup>12</sup><https://www.carcomplaints.com/news/2019/ford-recalls-edge-fusion-lincoln-mkx-lincoln-mkz.shtml>



<https://repairpal.com/harsh-or-delayed-shifting-of-automatic-transmission-727>

- b. Recall of 2017 Fusion for loss of motive power due to poor manufacturing at the site of the torque converter:

<https://www.cnet.com/roadshow/news/ford-recalls-edge-fusion-lincoln-mkz-for-transmission-gremlins/>

- c. Here are Ford Fusion transmission problems, by model year. The most common Fusion transmission problems cost \$2,700 to fix & occur at 43,000 miles. The worst model years for transmission problems are the 2010 Fusion, 2013 Fusion, and the 2012 Fusion.

<https://www.carcomplaints.com/Ford/Fusion/transmission/>

- d. Over the years, Ford has officially recalled certain transmission components for upgrade or repair at dealerships. In 2007, service bulletins were issued to correct PCM calibration devices in the Ford Fusion transmission system. The crankshaft pulleys have also been recalled for malfunctioning transmissions.... While the scope of transmission problems are usually more than individuals can repair on their own, dealerships also have poor track record in resolving Ford Fusion transmission malfunctions. When interacting with a Ford dealer, urge them to research all TSB bulletins on the Fusion as they investigate the problems. TSB 07-26-9, for example, is a notice that may get a dealership working directly with the issue rather than dismissing the symptoms as “normal” behavior.

<https://itstillruns.com/ford-fusion-transmission-problems-5672289.html>

82. The common theme across all these issues affecting the Fusion and other Ford vehicles is that Ford, upon information and belief, only recalls vehicles

when forced to or when it has an inexpensive ‘fix’ for a problem. Plaintiffs believe Ford’s inaction in recalling Fusions for systemic transmission problems indicates, as it did in Ford’s DPS6 transmission fiasco, the absence of a permanent and inexpensive resolution to design and/or manufacturing defects. Plaintiffs believe that, through discovery, Ford’s internal documents will demonstrate notice of multiple defects affecting the Fusion transmissions that the manufacturer attempted to resolve quietly and inexpensively, while concealing the scope of the issues from current and prospective owners/lessees. The trail of Fusion-related TSBs for module reprogramming, widely-reported breakdowns involving a diverse range of transmission-related parts, and the overwhelming amount of transmission-related complaints submitted to NHTSA all show that Ford disingenuously represented a level of innovation, quality, reliability, and efficiency that Fusion transmissions simply could not live up to.

83. Plaintiffs believe Ford may have quietly acknowledged the Fusion Transmission Defects by issuing “Customer Satisfaction Programs” to provide repairs outside of traditional warranty coverage. To avoid a recall, Ford issued Customer Satisfaction Programs to address PCM defects in 2017 Fusion models,

**Exhibit FF**, CSP 17B38,<sup>13</sup> corruption of the Electronic Throttle Body in 2016 Fusions, **Exhibit GG**, CSP 16B32,<sup>14</sup> excessive wear of the transmission solenoid regulator valve on 6F35 2010 Fusions, **Exhibit HH**, CSP 10B15,<sup>15</sup> PCM reprogramming to combat fuel tank issues in 2011-12 Fusions, **Exhibit II**, CSP 16B38,<sup>16</sup> transmission inspection and repairs for 2013-14 Hybrids **Exhibit JJ**, CSP 14B07,<sup>17</sup> and others. Each of these Customer Satisfaction Programs enabled Ford to avoid the costly repair mandate associated with a recall. The issuance of a Customer Satisfaction Program for the Fusion transmissions reflects Ford's knowledge of the Fusion transmissions' inherent defects and systemic *component* failures.

84. Finally, upon information and belief, Ford has significant data in its possession revealing its notice of transmission defects in the Fusions, due in part to

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<sup>13</sup><https://ford.oemdtc.com/3231/customer-satisfaction-program-17b38-powertrain-control-module-reprogramming-2017-ford-fusion>

<sup>14</sup><https://ford.oemdtc.com/2661/16b32-electronic-throttle-body-replacement-2015-2016-ford-lincoln>

<sup>15</sup> <https://fullerisford.files.wordpress.com/2010/03/r10b15c11.pdf>

<sup>16</sup><https://ford.oemdtc.com/2668/16b38-powertrain-control-module-reprogramming-and-canister-purge-valve-inspection-2011-2012-ford-fusion>

<sup>17</sup><https://ford.oemdtc.com/2846/customer-satisfaction-program-14b07-transmission-inspection-and-repair-2013-2014-ford-c-max-fusion-hybrid>

Ford's extensive Customer Satisfaction Programs. Beyond the warranty and repair history of each Plaintiff, Defendant has superior control and possession of data from consumer complaints, lodged through Ford's call center, in addition to postings collected from Defendant's online sources. Plaintiffs believe thousands of complaints have been collected by Ford Motor Company, detailing the extensive transmission defects that have plagued the Fusion lineup and Plaintiffs' Vehicles.

**Ford Has Unjustly Retained a Substantial Benefit**

85. On information and belief, Plaintiffs allege that Ford unlawfully failed to disclose the Transmission Defects to induce them to purchase or lease their Vehicles.

86. Plaintiffs allege further that Ford engaged in deceptive acts and/or practices pertaining to all transactions involving Plaintiffs' Vehicles.

87. For all the reasons detailed herein, Plaintiffs further allege that Ford unlawfully induced them to purchase or lease their respective Vehicles by concealing a material fact (the defective transmission) and that they would have paid substantially less for their Vehicles, or not purchased or leased them at all, had they known of the Transmission Defects.

88. Ford controls dealership conduct through its Franchise Agreements.

Ford does not require that its dealerships permanently retain repair records, and Ford's dealerships frequently refuse to provide repair records requested by owners and lessees upon learning that Plaintiffs are in litigation against Ford. This refusal further impedes efforts to fully document repair histories and details specific to the transmissions in Plaintiffs' Vehicles. **Exhibit KK**, Ford Franchise Agreement, at 27, ¶ 12(a). This causes many Plaintiffs ultimately to have to rely upon the information preserved on the aforementioned information-sharing platforms uniquely accessible to Ford. These platforms are readily searchable using the VIN provided by each Plaintiff herein, and they minimally contain and will reflect the precise subject matter of any and every warranty covered repair; the date of same and mileage accumulated at said time; and any specifics related to the transmission in question and any variations thereof. Plaintiffs also will be serving discovery requests upon Ford to recover this information already in Ford's possession and searchable by VIN. Ford's responses will enable Plaintiffs to even more specifically identify the details pertaining to each warranty-covered transmission repair at a Ford-authorized dealership and any information relating to transmission types and variations therein.

89. Given their relationship with authorized dealerships, Ford has

received additional financial benefit from the out-of-warranty repair of Vehicles with the Transmission Defects, as well as value received from any trade-in or resale when owners choose to purchase another vehicle from a Ford dealership, prejudicing any future legal claim due to lost evidence and/or causing Plaintiffs to incur additional financial liability (or “double negative equity” in separate vehicles) to Ford through its credit division, Ford Motor Credit.

90. Accordingly, Ford’s ill-gotten gains, benefits accrued in the form of increased sales and profits resulting from the material omissions that did—and likely will continue to—deceive consumers should be disgorged.

**All Statute of Limitations Periods Are Tolloed by the Discovery Rule  
and the Doctrine of Fraudulent Concealment**

91. Ford misrepresented the qualities of the transmission in Plaintiffs’ Vehicles at the time of the sale of the Vehicles. Ford also concealed the fact that the transmission was defective.

92. Ford continued to misrepresent its ability to repair Plaintiffs’ Vehicles in conformity with the warranty throughout the warranty period.

93. At all relevant times, Ford was aware of the defects in the transmission.

94. As described in more detail, *supra*, as early as 2009, if not before,

Ford knew or should have known about the safety hazard posed by the defective transmissions, and as early as 2009, Ford began issuing significant TSBs to its authorized dealers explaining the widespread issues with the transmission. At no point prior to the sale or lease of Plaintiffs' Vehicles or during Plaintiffs' ownership or lease of their Vehicles did Ford or an authorized dealer ever inform Plaintiffs of the ongoing Transmission Defects.

95. Ford had a duty to disclose the concealed facts alleged above because Ford made misrepresentations in its marketing materials and window stickers and through its authorized sales representatives about the quality, characteristics, and safety of the transmission.

96. Ford had a duty to disclose the concealed facts alleged above because Ford actively concealed material facts in order to induce a false belief.

97. For example, Ford drafted, produced, and distributed marketing brochures to the public containing representations about the transmission. Ford's marketing brochure for the Vehicle represented that the non-hybrid transmission was a "smooth-shifting 6-speed automatic." (2010 & 2011 Ford Fusion Brochure).

98. Such marketing efforts are considered to be transcendent into the purchasing process of those who purchased Fusions secondhand or outside of the

Model Year sales cycle.

99. Unfortunately, Plaintiffs' Vehicles became unresponsive and not "smooth-shifting," as Plaintiffs' drive was repeatedly interrupted by jerky shifts and dangerous hesitations due to Transmission Defects. Plaintiffs did not experience gear changes that were smooth, linear or responsive – they experienced jerky gear changes and hesitation between shifts, which necessitated several repairs and repeated reprogramming of the PCM and/or TCM – none of which were sufficient to resolve the Transmission Defects.

100. Ford made such representations (and continues to do so) regarding the transmissions in Plaintiffs' Vehicles despite its extensive and exclusive internal knowledge of the Transmission Defects and other problems.

101. Ford intended for Plaintiffs to rely on those misrepresentations to conceal the fact that the defective transmissions could not be repaired inexpensively.

102. Prior to the sale of Plaintiffs' Vehicles, and at all times thereafter, Ford therefore failed to disclose to Plaintiffs the existence of the inherent defects in their Vehicles, and Ford failed to disclose its inability to repair these inherent defects, which prevented Plaintiffs' Vehicles from conforming to their applicable



warranties. Further, Ford failed to disclose that symptoms of Transmission Defects do not present every time the Vehicle is driven. As a result, requirements that the symptoms be present when inspected prevented under-warranty repairs due to the inability of dealers to “replicate the issue” during the visit. In effect, Ford fraudulently concealed from purchasers and lessees, including Plaintiffs, the fact that the dealers were not properly repairing the defects to the transmissions, and knew that the limited work that Ford had authorized its dealerships to perform on those Fusions would not properly repair them.

103. Ford has never acknowledged publicly that defects in the Fusion transmissions even exist.

104. Because Ford failed to disclose the foregoing facts to Plaintiffs, all statute of limitations periods with respect to the sale of Plaintiffs’ Vehicles were tolled by the doctrines of fraudulent concealment, the delayed discovery rule, and/or equitable tolling. As alleged herein, Ford wrongfully concealed the fact that:

- a. Plaintiffs’ Vehicles are equipped with defective transmissions;
- b. Ford’s dealerships often were making inadequate repairs that were incapable of addressing the root causes of the Transmission Defects; and

c. Ford dealerships frequently reported to owners and lessees, acting on information supplied by Ford, that any issues they had with their vehicle were “normal,” not “replicable,” or insufficient for repair, preventing a fix for the Transmission Defects and a permanent record of the concerns expressed and symptoms experienced.

105. Plaintiffs did not discover, and should not have discovered, the operative facts that are the bases of their claims alleged herein because Ford concealed the facts in confidential and privileged documents that a consumer would not know about and could not obtain.

106. Plaintiffs did not discover, and should not have discovered, that the symptoms they were experiencing with their Vehicles’ transmissions were not “normal” or “normal driving characteristics” as represented by Ford but, rather, indicia of defects entitling Plaintiffs to bring claims for relief; Plaintiffs have filed this Complaint within two years of when they discovered or should have discovered the existence of their claims.

107. Without the benefit of counsel, no amount of diligence by Plaintiffs could have led to the discovery of these facts because they were kept secret by

Ford; therefore, Plaintiffs were not at fault for failing to discover these facts sooner.

108. Plaintiffs did not have actual knowledge of facts sufficient to put them on notice. Plaintiffs did not know, and could not have known, about Ford's inability to repair the defects in its transmissions because, as alleged above, Ford kept this information highly confidential. Moreover, Ford, and its dealership agents relying upon information supplied by Ford, falsely and fraudulently assured Plaintiffs that its repairs were effective.

109. Further, the running of the statute of limitations period applicable to Plaintiffs' fraudulent concealment / omission claim continues to be tolled because Ford continues to deny the existence of the Transmission Defects and its duty to disclose them to consumers, including Plaintiffs.

110. Ford is also equitably estopped from relying on any statute of limitation because of its concealment of the defective nature of Plaintiffs' Vehicles and their transmissions, and because Ford has had notice of the Defective Transmission for years through nation-wide litigation regarding same.

**Ford's Actions Have Damaged Plaintiffs, Who Are Entitled To Redress**

111. Plaintiffs are entitled to be put into the position they would have been

had they not been subjected to Ford's fraud and wrongdoing. At the very least, this would involve repurchase of the Vehicles still owned or leased by Plaintiffs, and reimbursement or adequate alternative compensation to those who were forced into voluntary repossession and/or replacement vehicles.

112. Plaintiffs are also entitled to recover non-economic damages for Ford's fraud and violation of the Michigan Consumer Protection Act ("MCPA"), Mich. Comp. Laws §§ 445.901 - 445.922. In addition to Plaintiffs' economic and non-economic damages, Plaintiffs are entitled to recover statutory costs and attorney fees. *Id.*, § 445.911.

113. Ford's conduct is sufficiently reprehensible to allow an award for punitive damages for those Plaintiffs residing in states that allow them. The issue of punitive damages is considered to be a substantive issue of law, and thus, under the choice of law rules set forth above, the availability of punitive damages would be governed by the law of the state in which Plaintiffs reside.

114. Economic loss doctrine does not apply to Plaintiffs' claims because Plaintiffs purchased or leased their Vehicles primarily for personal and household use. Consumers cannot logically be expected to assume that motor vehicles commonly come with defects known to the manufacturer but fraudulently

concealed from consumers despite the serious safety risks posed by said concealed defects. which were designed, manufactured, constructed, assembled, marketed, distributed, sold and/or imported by Ford, and

115. In the following paragraphs, Plaintiffs set forth the facts of their respective purchases or leases of Ford Fusions as known to them or available through reasonable efforts and without the benefit of formal discovery. Ford has, however, superior access to Ford dealerships' detailed warranty-covered repair records for Plaintiffs, and additional information unknown to some Plaintiffs herein regarding transmission type or variations thereto, if any, through one or more of Ford's three electronically accessible information-sharing platforms: Oasis, FMC360, and CuDL. These databases are commonly used by Ford's Customer Service and/or authorized dealership employees to, *inter alia*, document consumer complaints for the ultimate purpose of providing Ford clear details as to public concerns regarding product issues.

#### **PLAINTIFF-SPECIFIC ALLEGATIONS**

116. Plaintiff Aaron Gant (for the purpose of this paragraph only, "Plaintiff"), is a citizen of the State of Missouri, residing in the City of Kansas City. On or about August 1, 2015, Plaintiff purchased a 2015 Ford Fusion

Titanium, with a 21/31/25 (FWD) 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0K93FR182390 (for the purpose of this paragraph only, the “Vehicle”), from Dave Littleton Ford, located at 1098 US-169 Smithville, MO 64089. Plaintiff first experienced the Transmission Defect during the first six months after purchase under 10,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Bucking and Kicking on Acceleration (Shuddering or Juddering), Hard Decelerations/Clunks when Slowing or Accelerating, Transmission Failures in Traffic, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff sought transmission repairs from the following: Certified Transmission, 5700 N. Oak Trafficway, Gladstone, MO 64118. Plaintiff has sought repairs two times under warranty and one time outside the warranty. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. The Vehicle was repaired in: March 2019.

117. Plaintiff Aaron Kinner (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Indiana, residing in the City of Indianapolis. On or about November 4, 2015, Plaintiff purchased a 2013 Ford Fusion SE, with a 23/36/28 6F35 six-speed automatic transmission, Vehicle Identification Number

3FA6P0HR9DR196668 (for the purpose of this paragraph only, the “Vehicle”), from The Car Company. Plaintiff first experienced the Transmission Defect in 2017 at approximately 50,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Delayed Acceleration, and Gears Slipping.

118. Plaintiff Abdemner Ortiz Velasquez (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Florida, residing in the City of Homestead. On or about June 29, 2017, Plaintiff purchased a 2017 Ford Fusion, SEL FWD, with a 23/34/27 6F35 six-speed automatic w/start-stop transmission, Vehicle Identification Number 3FA6P0HD4HR166391 (for the purpose of this paragraph only, the “Vehicle”).

119. Plaintiff Alexa Grass (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Oklahoma, residing in the City of Konawa. On or about May 4, 2015, Plaintiff purchased a 2012 Ford Fusion S, with a 6F35 auto transmission, Vehicle Identification Number 3FAHP0HA7CR211718 (for the purpose of this paragraph only, the “Vehicle”), from Seminole Ford, located at 2222 N Milt Phillips Ave, Seminole, OK 74868. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied

in deciding to purchase the Vehicle: Vehicle Dependability. Plaintiff first experienced the Transmission Defect in or around June 2014. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Bucking and Kicking on Acceleration (Shuddering or Juddering) and Delayed Acceleration. Plaintiff sought transmission repairs from the following dealership: Seminole Ford, 2222 N Milt Phillips Ave, Seminole, OK 74868. Plaintiff has sought repairs two times outside the warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Vehicle Will Be Dependable As-Is. The Vehicle was never successfully repaired.

120. Plaintiff Alexander Pearson (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Minnesota, residing in the City of Minneapolis. On or about February 12, 2016, Plaintiff purchased a 2013 Ford Fusion SE, Vehicle Identification Number 3FA6P0HR7DR385917 (for the purpose of this paragraph only, the “Vehicle”), from Hudson Ford, located at 2020 Crest View Dr, Hudson, WI 54016. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, and Sustainability/Long-Lasting. Plaintiff first experienced the Transmission Defect in



June 2017 at approximately 60,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, and Transmission Light Has Come On.

121. Plaintiff Alexandria Copeland (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Mississippi, residing in the City of Tupelo. On or about August 1, 2017, Plaintiff purchased a 2012 Ford Fusion Titanium, with a 6F35 auto transmission, Vehicle Identification Number 3FAHP0HA5CR232857 (for the purpose of this paragraph only, the “Vehicle”), from American Car Center. Plaintiff viewed or otherwise received the following advertisement or representation by Ford and relied on them in deciding on Vehicle: Internet Marketing. Plaintiff has experienced, and continues to experience, the following manifestation of the Transmission Defect: Delayed Acceleration.

122. Plaintiff Alison Palumbo (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of New York, residing in the City of Tonawanda. On or about December 2, 2014, Plaintiff purchased a 2015 Ford Fusion SE, with a 43/41/42 Hybrid CVT, Ford HF35 transmission, Vehicle Identification Number 3FA6P0H98FR191304 (for the purpose of this paragraph

only, the “Vehicle”), from Dave Smith Ford, LLC, located at 4045 Transit Rd, Williamsville, NY 14221. Plaintiff viewed or otherwise received the following advertisement or representation by Ford and relied on them in deciding to lease the Vehicle: TV, Radio or Billboard Ad’s. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Driveability, Reliability and Free of Transmission Issues. Plaintiff has experienced, and continues to experience, the following manifestation of the Transmission Defect: Complete Transmission Failure Requiring Repair/Replacement. Plaintiff sought transmission repairs from the following dealership: Don Smith Ford, LLC, 4045 Transit Rd, Williamsville, NY 14221. Plaintiff has sought repairs one time under warranty The Vehicle was repaired on the following date: November 8, 2016.

123. Plaintiffs Allen Patovisti and Sally Patovisti (for the purpose of this paragraph only, “Plaintiffs”), are citizens of the State of Michigan, residing in the City of Baraga. On or about June 25, 2012, Plaintiffs purchased a 2011 Ford Fusion, SEL FWD, with a 6F35 auto transmission, Vehicle Identification Number 3FAHP0JG1BR305977 (for the purpose of this paragraph only, the “Vehicle”), from Apple Ford Shakopee, located at 1624 Weston Court, Shakopee, MN 55379.

Ford dealership sales personnel made the following claims or representations to Plaintiffs, on which Plaintiffs relied in deciding to purchase the Vehicle: Vehicle Dependability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiffs first experienced the Transmission Defect on or about May 10, 2016, at approximately 50,000 miles. Plaintiffs have experienced, and continue to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, and experiences wherein the driver “would be driving along and let off gas and it would downshift on me to a really low gear [and] RPM would just go sky high.” Plaintiffs sought transmission repairs from the following dealership: Copper Country Ford, Inc, 47402 M-26, Houghton, MI 49931. Plaintiffs have sought repairs two times under warranty and two times outside the warranty. Plaintiffs were charged a fee before the Vehicle would be inspected or repaired. Plaintiffs were assured of the following when Plaintiffs sought transmission repairs to the Vehicle: Vehicle Will Be Dependable As-Is, Drivability is Acceptable, Transmission Functions Normally, and Drivability Concerns Expressed Were “Normal.” The Vehicle was repaired on the following dates: June 16, 2016, July 1, 2016.

124. Plaintiff Amanda Forbes (for the purpose of this paragraph only,

“Plaintiff”), is a citizen of the State of Texas, residing in the City of Wills Point. On or about November 1, 2015, Plaintiff purchased a 2014 Ford Fusion SE, with a 23/34/27 6F35 six-speed automatic w/start-stop transmission, Vehicle Identification Number 3FA6P0HD5ER276944 (for the purpose of this paragraph only, the “Vehicle”), from AutoNation. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Lack of Power, Transmission Failures in Traffic, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff has sought repairs four times outside the warranty.

125. Plaintiff Amanda Hollister (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Michigan, residing in the City of Wixom. On or about November 1, 2014, Plaintiff purchased a 2014 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H78ER115577 (for the purpose of this paragraph only, the “Vehicle”), from Lasco Ford, located at 2525 Owen Road, Fenton, MI 48430. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Free of Transmission Issues.

Plaintiff first experienced the Transmission Defect at approximately 40,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, and Delayed Downshifts. Plaintiff experienced a transmission failure that resulted in a collision.

126. Plaintiff Amanda Soller (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Ohio, residing in the City of Newark. On or about October 1, 2017, Plaintiff purchased a 2013 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0G70DR372037 (for the purpose of this paragraph only, the “Vehicle”), from My EZ Auto, located at 8868 Columbus Rd., Mount Vernon, OH 43050. Plaintiff first experienced the Transmission Defect in or around October 2018 at approximately 70,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Lack of Power, Delayed Downshifts, and Hard Deceleration/Clunks when Slowing or

Accelerating. Plaintiff sought transmission repairs from the following: My EZ Auto, 8868 Columbus Rd., Mount Vernon, OH 43050. Plaintiff has sought repairs two times under warranty and two times outside the warranty.

127. Plaintiff Amaurys Estrada (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Florida, residing in the City of Miami. On or about February 24, 2016, Plaintiff purchased a 2014 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 1FA6P0H73E5362508 (for the purpose of this paragraph only, the “Vehicle”), from Auto Club of Miami, located at 10220 NW 27 Ave, Miami, FL 33176. Plaintiff viewed or otherwise received the following advertisement or representation by Ford and relied on them in deciding to lease the Vehicle: Internet Marketing. Plaintiff first experienced the Transmission Defect in 2017 at approximately 120,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking, Delayed Acceleration, Gears Slipping, and Hard Decelerations/Clunks when Slowing or Accelerating.

128. Plaintiff Amber Bradley (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Kansas, residing in the City of Wichita. On

or about September 16, 2015, Plaintiff purchased a 2011 Ford Fusion, SEL FWD, with a 6F35 auto transmission, Vehicle Identification Number 3FAHP0JG2BR343542 (for the purpose of this paragraph only, the “Vehicle”), from Prestige Auto Sales, located at 4400 S Broadway, Wichita, KS 67216. Plaintiff first experienced the Transmission Defect in or around December 2015 at approximately 113,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking, Delayed Acceleration, Gears Slipping, Delayed Downshifts, and Premature Wear of Internal Components.

129. Plaintiff Amber Gondran (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Missouri, residing in the City of O’Fallon. On or about December 6, 2013, Plaintiff purchased a 2013 Ford Fusion SE, with a 43/41/42 Hybrid CVT, Ford HF35 transmission, Vehicle Identification Number 3FA6P0H96DR156578 (for the purpose of this paragraph only, the “Vehicle”), from Schicker Ford of St. Louis (formerly McMahon Ford), located at 3300 S. Kingshighway Blvd, St. Louis, MO 63139. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability,

Sustainability/Long-Lasting, and Reliability. Plaintiff first experienced the Transmission Defect in or around April 2017 at approximately 120,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Difficulty Stopping, Hard Decelerations/Clunks when Slowing or Accelerating, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff sought transmission repairs from the following: Complete Auto Repair, 4490 N Service Rd, Saint Peters, MO 63376. Plaintiff has sought repairs one time outside the warranty. The Vehicle was repaired on the following date: April 18, 2017.

130. Plaintiff Aimee Boltz-Mielke (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Florida, residing in the City of Land O’Lakes. On or about September 1, 2015, Plaintiff purchased a 2014 Ford Fusion Titanium, with a 21/31/25 (FWD) 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0K93ER115836 (for the purpose of this paragraph only, the “Vehicle”), from Brandon Ford, located at 9090 E Adamo Dr, Tampa, FL 33619. Ford dealership sales personnel made the following claims or



representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, and Reliability. Plaintiff first experienced the Transmission Defect on or about February 7, 2019, at approximately 98,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Premature Wear of Internal Components, and Transmission Failures in Traffic. Plaintiff sought transmission repairs from the following dealerships: AutoNation Ford, 2525 34th St N, St. Petersburg, FL 33713 and STS Transmission, 325 Cattlemen Rd unit A, Sarasota, FL 34232. Plaintiff has sought repairs three times outside the warranty. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Vehicle Will Be Dependable As-Is and Drivability is Acceptable. The Vehicle was repaired on the following dates: March 1, 2018, February 7, 2019, and March 18, 2019.

131. Plaintiff Andrea Gulley (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of South Carolina, residing in the City of

Abbeville. On or about November 1, 2012, Plaintiff purchased a 2011 Ford Fusion, SEL FWD, with a 6F35 auto transmission, Vehicle Identification Number 3FAHP0JA2BR244439 (for the purpose of this paragraph only, the “Vehicle”), from Ballentine Ford, located at 1305 SC-72, Greenwood, SC 29649. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect at approximately 70,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Delayed Downshifts, and Hard Decelerations/Clunks when Slowing or Accelerating. Plaintiff sought transmission repairs from the following dealership: Ballentine Ford, 1305 SC-72, Greenwood, SC 29649. Plaintiff has sought repairs three times under warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Transmission Functions Normally, Problems Could Not Be Replicated, and Drivability Concerns Expressed Were “Normal.” The Vehicle was repaired in or around the following: December

2012 and January 2013.

132. Plaintiff Andrew Escutia (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Missouri, residing in the City of Lee’s Summit. On or about January 1, 2014, Plaintiff purchased a 2015 Ford Fusion Titanium, with a 21/31/25 (FWD) 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0K97FR269001 (for the purpose of this paragraph only, the “Vehicle”), from Matt Ford, located at 29906 E US Hwy 24, Buckner, MO 64016. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: TV, Radio or Billboard Ads, Internet Marketing, and Historical Brand Slogans. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect in or around August 2018 at approximately 63,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Lack of Power, and Power Train Error Code. Plaintiff sought

transmission repairs from the following dealership: Bob Sight Ford, 610 NW Blue Pkwy, Lee's Summit, MO 64063. Plaintiff has sought repairs one time outside the warranty. The Vehicle was repaired on the following date: September 14, 2018.

133. Plaintiff Angela Carlson (for the purpose of this paragraph only, "Plaintiff"), is a citizen of the State of Utah, residing in the City of Cedar City. On or about July 1, 2017, Plaintiff purchased a 2014 Ford Fusion SE, with a 23/34/27 6F35 six-speed automatic w/start-stop transmission, Vehicle Identification Number 3FA6P0HD7ER316537 (for the purpose of this paragraph only, the "Vehicle"), from Cedar City Motor Company, located at 1100 N. Main St., Cedar City, UT 84721. Plaintiff first experienced the Transmission Defect in or around October 2017 at approximately 36,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Lack of Power, Delayed Downshifts, and Hard Decelerations/Clunks when Slowing or Accelerating. Plaintiff sought transmission repairs from the following dealership: Cedar City Motor Company, 1100 N. Main St., Cedar City, UT 84721. Plaintiff has sought repairs three times under warranty.

134. Plaintiff Angela Locker (for the purpose of this paragraph only,

“Plaintiff”), is a citizen of the State of North Carolina, residing in the City of Willow Springs. On or about May 5, 2015, Plaintiff purchased a 2013 Ford Fusion Titanium, with a 21/31/25 (FWD) 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0K91DR132617 (for the purpose of this paragraph only, the “Vehicle”), from Crossroads Ford of Fuquay-Varina, located at 217 N Main St, Fuquay-Varina, NC 27526. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, and Reliability. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Difficulty Stopping, and Delayed Downshifts. Plaintiff has sought repairs two time outside the warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Vehicle Will Be Dependable As-Is, Drivability is Acceptable, Transmission Functions Normally, Problems Could Not Be Replicated, and Drivability Concerns Expressed Were “Normal.” The Vehicle was never successfully repaired.

135. Plaintiff Angela Peoples-Hooks (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Virginia, residing in the City of Chesapeake. On or about December 1, 2013, Plaintiff purchased a 2014 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H78ER199268 (for the purpose of this paragraph only, the “Vehicle”).

136. Plaintiff Anthony Phillips (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Utah, residing in the City of Salt Lake City. On or about February 1, 2017, Plaintiff purchased a 2013 Ford Fusion SE, with a 23/36/28 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0HR0DR218461 (for the purpose of this paragraph only, the “Vehicle”), from Larry Miller Used Car Supermarket, located at 10910 Auto Mall Dr, Sandy, UT 84070. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Lack of Power, Hard Decelerations/Clunks when Slowing or Accelerating, Premature Wear of Internal Components, Transmission Failures in Traffic, and Complete Transmission Failure Requiring

Repair/Replacement. Plaintiff sought transmission repairs from the following dealership: Larry H. Miller Ford Draper, 11442 Lone Peak Pkwy, Draper, UT 84020. Plaintiff has sought repairs two times under warranty and one time outside the warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Transmission Functions Normally, Problems Could Not Be Replicated. The Vehicle was repaired on the following dates: January 11, 2018, January 8, 2019, and April 19, 2019.

137. Plaintiff Antonio Garner (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of North Carolina, residing in the City of Durham. On or about April 1, 2015, Plaintiff purchased a 2015 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H78FR241990 (for the purpose of this paragraph only, the “Vehicle”), from University Ford, located at 5001 Durham-Chapel Hill Blvd, Durham, NC 27707. Plaintiff viewed or otherwise received the following advertisement or representation by Ford and relied on them in deciding to purchase the Vehicle: Historical Brand Slogans. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability. Plaintiff first experienced

the Transmission Defect on or about December 1, 2017, at approximately 80,000 miles. Plaintiff has experienced, and continues to experience, the following manifestation of the Transmission Defect: Delayed Acceleration. Plaintiff has sought repairs two times under warranty. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Vehicle Will Be Dependable As-Is. The Vehicle was never successfully repaired.

138. Plaintiff Arthur Roberts (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Florida, residing in the City of High Springs. On or about December 20, 2015, Plaintiff purchased a 2014 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H71ER333456 (for the purpose of this paragraph only, the “Vehicle”), from Enterprise Car Sales. Plaintiff first experienced the Transmission Defect at approximately 14,587 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Lack of Power, Hard Decelerations/Clunks when Slowing or Accelerating, and Complete Transmission



Failure Requiring Repair/Replacement. Plaintiff sought transmission repairs from the following dealership: Santa Fe Ford, 16330 NW US Highway 441, Alachua, FL 32615. Plaintiff has sought repairs three times under warranty. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. The Vehicle was repaired on the following dates: May 7, 2016, September 14, 2016, and November 19, 2016.

139. Plaintiff Ashley Murphy (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Indiana, residing in the City of Granger. On or about March 16, 2016, Plaintiff purchased a 2016 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H76GR197893 (for the purpose of this paragraph only, the “Vehicle”), from Michiana Chrysler Dodge Jeep Ram, located at 120 W. McKinley Ave, Mishawaka, IN 46545. Plaintiff first experienced the Transmission Defect on or about June 1, 2016, at approximately 20,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking, Delayed Acceleration, Gears Slipping, and Hard Decelerations/Clunks when Slowing or Accelerating.

140. Plaintiff Azhari Tatum (for the purpose of this paragraph only,

“Plaintiff”), is a citizen of the State of Illinois, residing in the City of Chicago. On or about April 22, 2017, Plaintiff purchased a 2014 Ford Fusion SE, with a 23/34/27 6F35 six-speed automatic w/start-stop transmission, Vehicle Identification Number 3FA6P0HD4ER259598 (for the purpose of this paragraph only, the “Vehicle”).

141. Plaintiff Barry Satarsky (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Florida, residing in the City of Boynton Beach. On or about November 28, 2018, Plaintiff purchased a 2016 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H77GR243795 (for the purpose of this paragraph only, the “Vehicle”), from Delray Ford, located at 3000 S Federal Hwy, Delray Beach, FL 33483. Plaintiff first experienced the Transmission Defect at approximately 15,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Delayed Acceleration, Gears Slipping, Lack of Power, and Transmission Failures in Traffic. Plaintiff experienced a transmission failure that resulted in a collision.

142. Plaintiff Ben Bergstrom (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Indiana, residing in the City of Fort Wayne.

On or about October 31, 2015, Plaintiff purchased a 2015 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H71FR126552 (for the purpose of this paragraph only, the “Vehicle”).

143. Plaintiff Benjamin Lazenby (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Texas, residing in the City of Mansfield. On or about July 21, 2017, Plaintiff purchased a 2014 Ford Fusion SE, with a 21/31/25 (FWD) 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H91ER267749 (for the purpose of this paragraph only, the “Vehicle”), from WZ Auto Sales, located at 140 S Bowen Rd, Arlington, TX 76012. Plaintiff first experienced the Transmission Defect on or about July 21, 2017, at approximately 38,468 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking and Bucking and Kicking on Acceleration (Shuddering or Juddering).

144. Plaintiff Bernice Norman (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Indiana, residing in the City of Lake Station. On or about December 2, 2014, Plaintiff purchased a 2015 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H70FR158103 (for the purpose of this paragraph only, the “Vehicle”),

from Webb Ford, located at 9809 Indianapolis Blvd, Highland, IN 46322. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect on or about March 27, 2013, at approximately 150 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Lack of Power, and Transmission Failures in Traffic. Plaintiff experienced a transmission failure that resulted in a collision. Plaintiff sought transmission repairs from the following dealership: Art Hill Ford Lincoln, 901 W Lincoln Hwy, Merrillville, IN 46410. Plaintiff has sought repairs twelve times under warranty Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Vehicle Will Be Dependable As-Is, Drivability is Acceptable, Transmission Functions Normally, Problems Could Not Be Replicated, and Drivability Concerns Expressed Were “Normal.” The Vehicle was repaired in November of 2013.

145. Plaintiff Beth Malafi (for the purpose of this paragraph only,

“Plaintiff”), is a citizen of the State of Pennsylvania, residing in the City of Dornsife. On or about November 1, 2014, Plaintiff purchased a 2014 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 1FA6P0H71E5374057 (for the purpose of this paragraph only, the “Vehicle”), from Selinsgrove Ford, located at 10 N Susquehanna Trail, Selinsgrove, PA 17870. Plaintiff viewed or otherwise received the following advertisement or representation by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability and Reliability. Plaintiff first experienced the Transmission Defect in or around November 2015 at approximately 9,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking, and Delayed Acceleration. Plaintiff contacted Ford about the Transmission Defect in or around May 2016. Plaintiff sought transmission repairs from the following dealership: Selinsgrove Ford, 10 N Susquehanna Trail, Selinsgrove, PA 17870. Plaintiff has sought repairs five times under warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Drivability is

Acceptable. The Vehicle was repaired in the following: December 2015, March 2016, April 2016, May 2016, and September 2016.

146. Plaintiff Billy Davidson (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of California, residing in the City of Porter Ranch. On or about July 1, 2013, Plaintiff purchased a 2013 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H73DR291614 (for the purpose of this paragraph only, the “Vehicle”), from Galpin Ford, located at 15505 Roscoe Blvd, North Hills, CA 91343. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, and Reliability. Plaintiff first experienced the Transmission Defect in or around November 2017 at approximately 63,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Lack of Power, Delayed Downshifts, and Hard Decelerations/Clunks when Slowing or Accelerating. Plaintiff sought transmission repairs from the following dealership: Galpin Ford, 15505 Roscoe

Blvd, North Hills, CA 91343. Plaintiff has sought repairs three times under warranty. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Transmission Functions Normally, and Problems Could Not Be Replicated. The Vehicle was repaired on the following dates: November 29, 2017, June 11, 2018, and January 2019.

147. Plaintiff Bobby Dunahoo (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Oklahoma, residing in the City of Muskogee. On or about August 10, 2013, Plaintiff purchased a 2011 Ford Fusion SE, with a 6F35 auto transmission, Vehicle Identification Number 3FAHP0HA2BR271971 (for the purpose of this paragraph only, the “Vehicle”), from James Hodge Ford, located at 1200 N Main St, Muskogee, OK 74401. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability. Plaintiff first experienced the Transmission Defect in 2014 at approximately 130,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Delayed Acceleration, Transmission

Failures in Traffic, and Caught on Fire. Plaintiff sought transmission repairs from the following dealership: James Hodge Ford Lincoln, 1200 N Main St, Muskogee, OK 74401. Plaintiff has sought repairs four times under warranty Plaintiff was charged a fee before the Vehicle would be inspected or repaired. The Vehicle was never successfully repaired.

148. Plaintiff Bobby Johnson (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Alabama, residing in the City of Deatsville. On or about March 1, 2015, Plaintiff purchased a 2013 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H78DR301960 (for the purpose of this paragraph only, the “Vehicle”), from Long Lewis Ford, located at 1846 Alpine Dr, Deatsville, AL 36022. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect in or around June 2015 at approximately 40,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking, Gears Slipping, Delayed Downshifts, Hard Decelerations/Clunks



when Slowing or Accelerating, and Premature Wear of Internal Components. Plaintiff sought transmission repairs from the following dealership: Long Lewis Ford - Prattville, 2091 AL-14, Prattville, AL 36066. Plaintiff has sought repairs six times under warranty Plaintiff was charged a fee before the Vehicle would be inspected or repaired. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Drivability is Acceptable, Transmission Functions Normally, Problems Could Not Be Replicated, and Drivability Concerns Expressed Were “Normal.” The Vehicle was repaired in the following: June 2015, August 2015, December 2015, February 2016, July 2016, and January 2017.

149. Plaintiff Bonnie Foley (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Florida, residing in the City of Valrico. On or about December 9, 2013, Plaintiff purchased a 2011 Ford Fusion, SEL FWD, with a 6F35 auto transmission, Vehicle Identification Number 3FAHP0JG3BR143933 (for the purpose of this paragraph only, the “Vehicle”), from Brandon Ford, located at 9090 Adamo Drive, Tampa, FL 33619. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: TV, Radio or Billboard Ads and Dealership Salesperson. Ford dealership sales personnel made

the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect in January 1 of 2014, at approximately 31,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Lack of Power, Delayed Downshifts, and Transmission Failures in Traffic. Plaintiff sought transmission repairs from the following dealership: Brandon Ford, 9090 Adamo Drive, Tampa, FL 33619. Plaintiff has sought repairs five times under warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Transmission Functions Normally. The Vehicle was repaired on the following dates: December 21, 2013, January 2, 2014, January 13, 2014, January 27, 2014, and August 12, 2015.

150. Plaintiff Brayden Wilson (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Utah, residing in the City of Draper. On or about April 1, 2017, Plaintiff purchased a 2015 Ford Fusion, SE Hybrid, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number

3FA6P0H73FR233151 (for the purpose of this paragraph only, the “Vehicle”).

151. Plaintiff Breanna Erison (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of North Carolina, residing in the City of Raleigh. On or about July 21, 2017, Plaintiff purchased a 2017 Ford Fusion, SEL FWD, with a 23/34/27 6F35 six-speed automatic w/start-stop transmission, Vehicle Identification Number 3FA6P0HD8HR269362 (for the purpose of this paragraph only, the “Vehicle”), from Crossroads Ford of Cary, located at 2333 Walnut St, Cary, NC 27518. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect on or about July 8, 2017, at approximately 3,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Difficulty Stopping, Lack of Power, Delayed Downshifts, Hard Decelerations/Clunks when Slowing or Accelerating, Premature Wear of Internal Components, Transmission Failures in Traffic, and

Complete Transmission Failure Requiring Repair/Replacement. Plaintiff sought transmission repairs from the following: Quicklane Tire and Auto Center, 1640 Piney Plains Rd, Carey, NC 27518. Plaintiff has sought repairs four times under warranty.

152. Plaintiff Breeona Applegate (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Washington, residing in the City of Vancouver. On or about August 1, 2015, Plaintiff purchased a 2012 Ford Fusion Titanium, with a 6F35 auto transmission, Vehicle Identification Number 3FAHP0GA5CR340705 (for the purpose of this paragraph only, the “Vehicle”), from Vancouver Ford, located at 6801 NE 40<sup>th</sup> St, Vancouver, WA 98661. Plaintiff viewed or otherwise received the following advertisement or representation by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect in 2017 at approximately 89,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the

Transmission Defect: Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Lack of Power, and Transmission Failures in Traffic. Plaintiff sought transmission repairs from the following dealership: Vancouver Ford, 6801 NE 40<sup>th</sup> St, Vancouver, WA 98661. Plaintiff has sought repairs one time under warranty. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. The Vehicle was repaired in or around: October 2017.

153. Plaintiff Brenda Kadel (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Kansas, residing in the City of Beloit. On or about May 10, 2016, Plaintiff purchased a 2013 Ford Fusion SE, with a 23/36/28 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0HR8DR361092 (for the purpose of this paragraph only, the “Vehicle”).

154. Plaintiff Brenda Paul (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Oregon, residing in the City of Grants Pass. On or about May 26, 2017, Plaintiff purchased a 2013 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H76DR299576 (for the purpose of this paragraph only, the “Vehicle”), from Schroeder Auto Wholesale, located at 348 N Riverside Ave, Medford, OR

97501. Plaintiff first experienced the Transmission Defect on or about October 16, 2018, at approximately 80,704 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Delayed Acceleration, Lack of Power, Delayed Downshifts, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff sought transmission repairs from the following dealership: Mock Ford, 913 SE 6th St, Grants Pass, OR 97526. Plaintiff has sought repairs four times under warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Vehicle Will Be Dependable As-Is, Transmission Functions Normally, Problems Could Not Be Replicated, and Drivability Concerns Expressed Were “Normal.” The Vehicle was repaired on the following dates: October 16, 2018, and November 19, 2018.

155. Plaintiff Brian Bennett (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Oregon, residing in the City of Milton-Freewater. On or about June 1, 2015, Plaintiff purchased a 2010 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FAHP0HA0AR211864 (for the purpose of this paragraph only, the “Vehicle”), from McCurley Toyota, located at 606 N Wilbur Ave, Walla

Walla, WA 99362. Plaintiff first experienced the Transmission Defect at approximately 130,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Bucking and Kicking on Acceleration (Shuddering or Juddering), Premature Wear of Internal Components, “Transmission requires fluid flushes once twice a year.” Plaintiff sought transmission repairs from the following dealership: Argo Auto & Transmission, 202 E Alder St, Walla Walla, WA 99362. Plaintiff has sought repairs three times outside the warranty. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. The Vehicle was repaired in or around June of 2018.

156. Plaintiff Brian Mclane (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Pennsylvania, residing in the City of Arlington Heights. On or about December 15, 2012, Plaintiff purchased a 2013 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H71DR166496 (for the purpose of this paragraph only, the “Vehicle”).

157. Plaintiff Brian Shearer (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Pennsylvania, residing in the City of

Harrisburg. On or about January 1, 2016, Plaintiff purchased a 2015 Ford Fusion SE, with a 43/41/42 Hybrid CVT, Ford HF35 transmission, Vehicle Identification Number 3FA6P0K91FR162784 (for the purpose of this paragraph only, the “Vehicle”).

158. Plaintiff Briana Shaw (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Tennessee, residing in the City of Brownsville. On or about April 1, 2014, Plaintiff purchased a 2010 Ford Fusion SE, with a 6F35 auto transmission, Vehicle Identification Number 3FAHP0HG9AR333370 (for the purpose of this paragraph only, the “Vehicle”).

159. Plaintiff Brittany May (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Kentucky, residing in the City of Louisville. On or about July 3, 2016, Plaintiff purchased a 2013 Ford Fusion SE, with a 43/41/42 Hybrid CVT, Ford HF35 transmission, Vehicle Identification Number 3FA6P0H92DR132665 (for the purpose of this paragraph only, the “Vehicle”), from Town and Country Ford, located at 6015 S Preston Highway, Louisville, KY 40219. Plaintiff viewed or otherwise received the following advertisement or representation by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims



or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Free of Transmission Issues. Plaintiff first experienced the Transmission Defect at approximately 46,116 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping and Hard Decelerations/Clunks when Slowing or Accelerating. Plaintiff sought transmission repairs from the following dealership: Town and Country Ford, 6015 S Preston Highway, Louisville, KY 40219. Plaintiff has sought repairs two times under warranty. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Transmission Functions Normally and Drivability Concerns Expressed Were “Normal” The Vehicle was never successfully repaired.

160. Plaintiff Brittany Opsomer (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Ohio, residing in the City of Deshler. On or about April 1, 2014, Plaintiff purchased a 2014 Ford Fusion SE, with a 23/34/27 6F35 six-speed automatic w/start-stop transmission, Vehicle Identification Number 3FA6P0HD3ER102161 (for the purpose of this paragraph only, the “Vehicle”),

from Reineke Ford, located at 12000 County Rd 99, Findlay, OH 45840. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, and Reliability. Plaintiff first experienced the Transmission Defect on or about November 17, 2018, at approximately 81,533 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Lack of Power, Transmission Failures in Traffic, and “Clunk” when put into gear. Plaintiff sought transmission repairs from the following dealership: Thayer Ford, 18039 N Dixie Hwy, Bowling Green, OH 43402. Plaintiff has sought repairs two times outside the warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Drivability is Acceptable, Transmission Functions Normally, Problems Could Not Be Replicated, and Drivability Concerns Expressed Were “Normal” The Vehicle was never successfully repaired.

161. Plaintiff Bryan Alderman (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of New York, residing in the City of

Gansevoort. On or about October 1, 2014, Plaintiff purchased a 2014 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 1FA6P0H75E5383344 (for the purpose of this paragraph only, the “Vehicle”). The Vehicle was delivered to Plaintiff with serious defects and nonconformities to warranty and developed other serious defects and nonconformities to warranty including, but not limited to, a defective transmission

162. Plaintiff Bryce Johnson (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Florida, residing in the City of Cassandra. On or about April 1, 2015, Plaintiff purchased a 2013 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H71DR347419 (for the purpose of this paragraph only, the “Vehicle”), from Sun State Ford, located at 3535 West Colonial Dr., Orlando, FL 32808. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability and Sustainability/Long-Lasting. Plaintiff first experienced the Transmission Defect at approximately 30,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering),

Delayed Acceleration, Difficulty Stopping, Lack of Power, and Delayed Downshifts. Plaintiff experienced a transmission failure that resulted in a collision. Plaintiff sought transmission repairs from the following dealership: Sun State Ford, 3535 West Colonial Dr., Orlando, FL 32808. Plaintiff has sought repairs two times under warranty. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Transmission Functions Normally and Drivability Concerns Expressed Were “Normal.” The Vehicle was repaired on the following dates: May 11, 2016, September 2, 2017, and March 2019.

163. Plaintiff Brytney Harrier (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Illinois, residing in the City of Danville. On or about May 1, 2016, Plaintiff purchased a 2014 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 1FA6P0H72E5357851 (for the purpose of this paragraph only, the “Vehicle”), from Courtesy Ford, located at 231 W Main St., Danville, IL, 61832. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, and Reliability. Plaintiff first experienced the

Transmission Defect in or around July 2016 at approximately 51,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Delayed Acceleration, Gears Slipping, Difficulty Stopping, Lack of Power, Delayed Downshifts, and Hard Decelerations/Clunks when Slowing or Accelerating. Plaintiff sought transmission repairs from the following dealership: Courtesy Ford, 231 W Main St., Danville, IL, 61832. Plaintiff has sought repairs three times under warranty. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Drivability is Acceptable, Transmission Functions Normally, and Drivability Concerns Expressed Were “Normal.” The Vehicle was never successfully repaired.

164. Plaintiffs Candice McGaugh and Carole Johnson (for the purpose of this paragraph only, “Plaintiffs”), are citizens of the State of Michigan, residing in the City of South Haven. On or about July 20, 2013, Plaintiffs purchased a 2013 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0G79DR375650 (for the purpose of this paragraph only, the “Vehicle”), from AutoNation Ford, located at 2515 Mt Moriah Rd,

Memphis, TN 38115. Plaintiffs viewed or otherwise received the following advertisement or representation by Ford and relied on them in deciding to purchase the Vehicle: TV, Radio or Billboard Ads. Ford dealership sales personnel made the following claims or representations to Plaintiffs, on which Plaintiffs relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiffs first experienced the Transmission Defect in 2014 at approximately 20,000 miles. Plaintiffs have experienced, and continue to experience, the following manifestations of the Transmission Defect: Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Difficulty Stopping, Lack of Power, and Delayed Downshifts. Plaintiff has sought repairs two time under warranty. Plaintiffs were not charged a fee before the Vehicle would be inspected or repaired. Plaintiffs were assured of the following when Plaintiffs sought transmission repairs to the Vehicle: Vehicle Will Be Dependable As-Is, Drivability is Acceptable, Transmission Functions Normally, Problems Could Not Be Replicated, and Drivability Concerns Expressed Were “Normal”.” The Vehicle was never successfully repaired.

165. Plaintiff Candith Araceli-Guzman (for the purpose of this paragraph

only, “Plaintiff”), is a citizen of the State of Virginia, residing in the City of Parksley. On or about September 1, 2015, Plaintiff purchased a 2013 Ford Fusion SE, with a 23/36/28 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0HR6DR171257 (for the purpose of this paragraph only, the “Vehicle”), from The Car Store, located at 2520 N. Salisbury Blvd, Salisbury, MD 21801. Plaintiff first experienced the Transmission Defect in or around November 2015 at approximately 100,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Difficulty Stopping, Lack of Power, Delayed Downshifts, Hard Decelerations/Clunks when Slowing or Accelerating, Premature Wear of Internal Components, Transmission Failures in Traffic, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff sought transmission repairs from the following dealership: Hertrich Ford Chrysler Dodge Jeep, 1618 Ocean Hwy, Pocomoke City, MD 21851. Plaintiff has sought repairs one time under warranty and five times outside the warranty. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. Plaintiff was assured of the following when Plaintiff sought

transmission repairs to the Vehicle: Vehicle Will Be Dependable As-Is, Transmission Functions Normally, and Drivability Concerns Expressed Were “Normal.” The Vehicle was repaired in the following: November 2015 and February 2016.

166. Plaintiff Carey Lester (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Oklahoma, residing in the City of Soper. On or about June 10, 2015, Plaintiff purchased a 2015 Ford Fusion Titanium, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H73FR127332 (for the purpose of this paragraph only, the “Vehicle”), from Ed Wallace Ford, located at 1700 E. Jackson St, Hugo, OK 74743. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: TV, Radio or Billboards Ads, Historical Brand Slogans and Consumer Awards/Reviews. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect in or around October 2015 at approximately 15,000 miles. Plaintiff has experienced, and



continues to experience, the following manifestation of the Transmission Defect: Bucking and Kicking on Acceleration (Shuddering or Juddering).

167. Plaintiff Carlos Richardson (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Virginia, residing in the City of Cedar Bluff. On or about January 1, 2014, Plaintiff purchased a 2014 Ford Fusion SE, Vehicle Identification Number 1FA6P0HD8E5368018 (for the purpose of this paragraph only, the “Vehicle”), from Ramey Auto Group, located at 2750 Clinch St., Richlands, VA 24641. Plaintiff first experienced the Transmission Defect on or about April 9, 2018, at approximately 95,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Lack of Power, and Delayed Downshifts. Plaintiff has sought repairs three times outside the warranty. The Vehicle was never successfully repaired.

168. Plaintiff Carly Goldstein (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Pennsylvania, residing in the City of Wrightstown. On or about September 3, 2015, Plaintiff purchased a 2013 Ford Fusion SE, with a 23/36/28 6F35 six-speed automatic transmission, Vehicle

Identification Number 3FA6P0HR3DR348069 (for the purpose of this paragraph only, the “Vehicle”), from John Kennedy Ford of Phoenixville, located at 730 Valley Forge Rd, Phoenixville, PA 19406. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, Free of Transmission Issues. Plaintiff first experienced the Transmission Defect in 2016. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Difficulty Stopping, Lack of Power, Delayed Downshifts, Hard Decelerations/Clunks when Slowing or Accelerating, Premature Wear of Internal Components, Transmission Failure in Traffic, Complete Transmission Failure Requiring Repair/Replacement, and Gearshift Cable Detached from Transmission. Plaintiff sought transmission repairs from the following dealership: Fred Beans Ford, 10 North Sycamore St, Newton, PA 18840. Plaintiff has sought repairs one time under warranty and eight times outside the warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Vehicle

Will Be Dependable As-Is, Drivability is Acceptable, Transmission Functions Normally, Problems Could Not Be Replicated, and Drivability Concerns Expressed Were “Normal.” The Vehicle was repaired in the following: 2016 and September 2018.

169. Plaintiff Carol Vantyne (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of New Hampshire, residing in the City of Seabrook. On or about September 1, 2014, Plaintiff purchased a 2013 Ford Fusion SE, with a 23/36/28 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0HRXDR173349 (for the purpose of this paragraph only, the “Vehicle”), from Stoneham Ford, located at 185 Main St, Stoneham, MA 02180. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Sustainability/Long-Lasting, and Reliability. Plaintiff first experienced the Transmission Defect on or about November 20, 2018, at approximately 60,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Lack of Power, Complete Transmission Failure Requiring Repair/Replacement, and Lost Complete Power/No Warning Lights.

170. Plaintiffs Carolyn Engelbrecht and Victoria Baslee (for the purpose of this paragraph only, “Plaintiffs”), are citizens of the State of Kansas, residing in the City of Wichita. On or about May 31, 2016, Plaintiffs purchased a 2016 Ford Fusion S, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0G78GR383288 (for the purpose of this paragraph only, the “Vehicle”), from Ford of Augusta, located at 10004 SW US-54, Augusta, KS 67060. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect in or around March 2017 at approximately 34,000 miles. Plaintiffs have experienced, and continue to experience, the following manifestations of the Transmission Defect: Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Lack of Power, Hard Decelerations/Clunks when Slowing or Accelerating, and Clunks in Reverse and Jumps. Plaintiff sought transmission repairs from the following dealership: Ford of Augusta, 10004 SW US-54, Augusta, KS 67060. Plaintiff has sought repairs three times under warranty. Plaintiff was charged a fee before the Vehicle

would be inspected or repaired. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Vehicle Will Be Dependable As-Is, Drivability is Acceptable, Transmission Functions Normally, Problems Could Not Be Replicated and Drivability Concerns Expressed Were “Normal.” The Vehicle was never successfully repaired.

171. Plaintiff Carolyn Kane (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Texas, residing in the City of Pearland. On or about February 11, 2013, Plaintiff purchased a 2013 Ford Fusion SE, with a 23/36/28 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0HR2DR201077 (for the purpose of this paragraph only, the “Vehicle”), from Big Star Ford, located at 17717 Highway 288 S, Manvel, TX 77578. Plaintiff viewed or otherwise received the following advertisement or representation by Ford and relied on them in deciding to purchase the Vehicle: TV, Radio or Billboard Ads. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, and Reliability. Plaintiff first experienced the Transmission Defect on or about March 2, 2018, at approximately 78,000 miles. Plaintiff has experienced, and continues to

experience, the following manifestation of the Transmission Defect: Violent Jerking. Plaintiff sought transmission repairs from the following dealership: Christian Brothers Automotive Space Center, 11600 Space Center Blvd, Houston, TX 77059. Plaintiff has sought repairs one time outside the warranty. The Vehicle was repaired on the following date: March 16, 2018.

172. Plaintiffs Carolyn Sue Selander and Christopher Molina (for the purpose of this paragraph only, “Plaintiffs”), are citizens of the State of Ohio, residing in the City of Flint. On or about June 3, 2015, Plaintiffs purchased a 2015 Ford Fusion Titanium, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0G76FR291160 (for the purpose of this paragraph only, the “Vehicle”), from Beau Townsend Ford Lincoln, located at 1020 West National Road, Vandalia, OH 45377. Plaintiffs viewed or otherwise received the following advertisement or representation by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, and Reliability. Plaintiffs have experienced, and continue to experience, the following manifestations of the

Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Lack of Power, Delayed Downshifts, Hard Decelerations/Clunks when Slowing or Accelerating, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff sought transmission repairs from the following dealership: Beau Townsend Ford Lincoln, 1020 West National Road, Vandalia, OH 45377. Plaintiff has sought repairs three times under warranty Plaintiff was charged a fee before the Vehicle would be inspected or repaired. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Vehicle Will Be Dependable As-Is, Drivability is Acceptable, and Transmission Functions Normally. The Vehicle was repaired in: November 2014 and December 2014.

173. Plaintiff Carter Myers (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Virginia, residing in the City of Norfolk. On or about October 1, 2016, Plaintiff purchased a 2013 Ford Fusion SE, with a 23/36/28 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H75DR367477 (for the purpose of this paragraph only, the “Vehicle”), from DriveTime, located at 1705 S. Military Hwy, Chesapeake, VA 23320.

Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Gears Slipping, and Lack of Power. Plaintiff contacted Ford about the Transmission Defect in or around October 2017. Plaintiff sought transmission repairs from the following dealership: Kool Ford, 31066 Lankford Hwy, Melfa, VA 23410. Plaintiff has sought repairs one time under warranty. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Transmission Functions Normally, Problem Could Not Be Replicated. The Vehicle was never successfully repaired.

174. Plaintiff Cartez Whitehorn (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Missouri, residing in the City of Ferguson. On or about June 1, 2016, Plaintiff purchased a 2014 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission from Rock Road Auto Plaza, located at 9440 St. Charles Rock Rd, St. Louis, MO 63114. Plaintiff first experienced the Transmission Defect in or around September 2017 at approximately 64,000 miles. Plaintiff has experienced, and continues to



experience, the following manifestations of the Transmission Defect: Bucking and Kicking on Acceleration (Shuddering or Juddering), Lack of Power, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff has sought repairs one time outside the warranty. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. The Vehicle was never successfully repaired due to the cost quoted to complete the repair.

175. Plaintiff Casey Adair (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Kentucky, residing in the City of Louisville. On or about August 6, 2013, Plaintiff purchased a 2013 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H71DR335710 (for the purpose of this paragraph only, the “Vehicle”), from Budget Car Sales, located at 716 S. Dixie Hwy, Muldraugh, KY 40155. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Delayed Acceleration, Gears Slipping, Premature Wear of Internal Components, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff sought transmission repairs from the following dealership: Budget Car Sales, 716 S. Dixie Hwy, Muldraugh, KY 40155. Plaintiff has sought repairs two times under warranty. The Vehicle was never

successfully repaired.

176. Plaintiff Casey Stanley (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of North Carolina, residing in the City of Liberty. On or about September 10, 2017, Plaintiff purchased a 2014 Ford Fusion S, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 1FA6P0G78E5369164 (for the purpose of this paragraph only, the “Vehicle”).

177. Plaintiff Cassie Shorty (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Mississippi, residing in the City of Horn Lake. On or about June 1, 2017, Plaintiff purchased a 2013 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H76DR216728 (for the purpose of this paragraph only, the “Vehicle”), from American Car Center, located at 3311 Elvis Presley Blvd, Memphis, TN 38116. Plaintiff first experienced the Transmission Defect in or around June 2017 at approximately 55,000 miles. Plaintiff has experienced, and continues to experience, the following manifestation of the Transmission Defect: Delayed Acceleration.

178. Plaintiff Catherine Hellums (for the purpose of this paragraph only,

“Plaintiff”), is a citizen of the State of Illinois, residing in the City of Cisne. On or about July 26, 2014, Plaintiff purchased a 2014 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H75ER175249 (for the purpose of this paragraph only, the “Vehicle”), from Schmidt Ford, located at 1815 W. Main St, Salem, IL 62881. Plaintiff viewed or otherwise received the following advertisement or representation by Ford and relied on them in deciding to purchase the Vehicle: Internet Marketing. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Free of Transmission Issues. Plaintiff first experienced the Transmission Defect on or about January 16, 2017, at approximately 59,306 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Delayed Acceleration and Delayed Downshifts. Plaintiff contacted Ford about the Transmission Defect on or about January 16, 2017. Plaintiff sought transmission repairs from the following dealership: Schmidt Ford, 1815 W. Main St, Salem, IL 62881. Plaintiff has sought repairs three times outside the warranty. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. The Vehicle was repaired on the following dates: January 16, 2017, and January 21,

2017.

179. Plaintiff Champaine Wigfall (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of South Carolina, residing in the City of Goose Creek. On or about December 1, 2015, Plaintiff purchased a 2012 Ford Fusion SE, with a 6F35 auto transmission, Vehicle Identification Number 3FAHP0HA4CR121913 (for the purpose of this paragraph only, the “Vehicle”).

180. Plaintiff Charles Taylor (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Pennsylvania, residing in the City of Red Lion. On or about July 1, 2017, Plaintiff purchased a 2014 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H72ER153953 (for the purpose of this paragraph only, the “Vehicle”).

181. Plaintiffs Charlie and Berlinda Paul (for the purpose of this paragraph only, “Plaintiffs”), are citizens of the State of Oklahoma, residing in the City of Lawton. On or about January 1, 2016, Plaintiffs purchased a 2016 Ford Fusion SE, with a 23/34/27 6F35 six-speed automatic w/start-stop transmission, Vehicle Identification Number 1FA6P0HD7G5118028 (for the purpose of this paragraph only, the “Vehicle”), from Billingsley Ford Lawton, located at 8209 Quannah Parker Trailway, Lawton, OK 73505. Plaintiffs viewed or otherwise received the

following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Internet Marketing and Consumer Awards/Reviews. Ford dealership sales personnel made the following claims or representations to Plaintiffs, on which Plaintiffs relied in deciding to purchase the Vehicle: Vehicle Dependability. Plaintiffs have experienced, and continue to experience, the following manifestations of the Transmission Defect: Delayed Acceleration, Lack of Power, and Hard Decelerations/Clunks when Slowing or Accelerating.

182. Plaintiff Cheryl Carry (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Texas, residing in the City of Beaumont. On or about October 23, 2018, Plaintiff purchased a 2017 Ford Fusion, SEL FWD, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H76HR358924 (for the purpose of this paragraph only, the “Vehicle”), from Triplex Auto Exporters Inc., located at 2903 19<sup>th</sup> St., Port Arthur, TX 77642. Plaintiff first experienced the Transmission Defect on or about October 31, 2018, at approximately 5,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Lack of Power, Hard

Decelerations/Clunks when Slowing or Accelerating, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff sought transmission repairs from the following dealership: Energy Country Ford, 4545 Twin City Hwy, Port Arthur, TX 77642. Plaintiff has sought repairs one time outside the warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Transmission Functions Normally, Problems Could Not Be Replicated and Drivability Concerns Expressed Were “Normal.” The Vehicle was repaired in: October 2018.

183. Plaintiff Christian Tietjen (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Utah, residing in the City of Saratoga Springs. On or about May 31, 2014, Plaintiff purchased a 2014 Ford Fusion SE, with a 23/34/27 6F35 six-speed automatic w/start-stop transmission, Vehicle Identification Number 3FA6P0HD4ER184157 (for the purpose of this paragraph only, the “Vehicle”), from Grand Prairie Ford, located at 701 E Palace Pkwy, Grand Prairie, TX 75050. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Sales Brochure, TV, Radio or Billboard Ads, Dealership Salesperson, Internet Marketing, Historical Brand Slogans and Consumer

Awards/Reviews. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, and Reliability. Plaintiff first experienced the Transmission Defect on or about September 10, 2015, at approximately 8,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Lack of Power, Hard Decelerations/Clunks when Slowing or Accelerating, Premature Wear of Internal Components, Transmission Failures in Traffic, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff sought transmission repairs from the following dealership: Larry H. Miller Ford Provo, 1995 N University Pkwy, Provo, UT 84604. Plaintiff has sought repairs 5 times under warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Vehicle Will Be Dependable As-Is, Drivability is Acceptable, Transmission Functions Normally, Problems Could Not Be Replicated, and Drivability Concerns Expressed Were “Normal.” The Vehicle was repaired on the following dates: September 12, 2015, and April 10, 2017.

184. Plaintiff Christine Taylor's claim is scheduled to be dismissed without prejudice.

185. Plaintiff Christopher Morss (for the purpose of this paragraph only, "Plaintiff"), is a citizen of the State of California, residing in the City of Westminster. On or about June 1, 2016, Plaintiff purchased a 2013 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H74DR127921 (for the purpose of this paragraph only, the "Vehicle"), from Enterprise Car Sales, located at 17541 Beach Blvd, Huntington Beach, CA 92647. Plaintiff first experienced the Transmission Defect at approximately 98,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Lack of Power, Transmission Failures in Traffic, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff sought transmission repairs from the following dealership: AAMCO Transmissions and Total Car Care, 7201 Garfield Ave, Huntington Beach, CA 92648. Plaintiff has sought repairs two times outside the warranty. The Vehicle was repaired in: March 2018 and April 2018.



186. Plaintiff Christopher Hodge (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of New York, residing in the City of Elmira. On or about January 3, 2015, Plaintiff purchased a 2014 Ford Fusion SE, with a 21/31/25 (FWD) 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H94ER285579 (for the purpose of this paragraph only, the “Vehicle”), from Simmons-Rockwell, located at 784 County Road 64, Elmira, NY 14903. Plaintiff viewed or otherwise received the following advertisement or representation by Ford and relied on them in deciding to purchase the Vehicle: Internet Marketing. Plaintiff first experienced the Transmission Defect at approximately 30,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, and Delayed Downshifts. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Transmission Functions Normally and Problems Could Not Be Replicated. The Vehicle was never successfully repaired.

187. Plaintiff Christopher Oliver (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Florida, residing in the City of Pensacola.

On or about November 14, 2013, Plaintiff purchased a 2013 Ford Fusion SE, with a 23/36/28 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0HR8DR288841 (for the purpose of this paragraph only, the “Vehicle”), from Bondy’s Ford, located at 3615 Ross Clark Circle, Dothan, AL 36303. Plaintiff viewed or otherwise received the following advertisement or representation by Ford and relied on them in deciding to purchase the Vehicle: Historical Brand Slogans. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability and Sustainability/Long-Lasting. Plaintiff first experienced the Transmission Defect on or about December 10, 2018, at approximately 81,448 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Delayed Acceleration, Lack of Power, Delayed Downshifts, Transmission Failures in Traffic, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff sought transmission repairs from the following dealership: World Ford Pensacola, 6397 Pensacola Blvd, Pensacola, FL 32505. Plaintiff has sought repairs two times under warranty Plaintiff was charged a fee before the Vehicle would be inspected or repaired. Plaintiff was

assured of the following when Plaintiff sought transmission repairs to the Vehicle: Transmission Functions Normally and Drivability Concerns Expressed Were “Normal.” The Vehicle was repaired on the following dates: January 15, 2019, and July 5, 2019.

188. Plaintiff Claudia Franklin (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Louisiana, residing in the City of Baton Rouge. On or about September 24, 2017, Plaintiff purchased a 2013 Ford Fusion S, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0G71DR303373 (for the purpose of this paragraph only, the “Vehicle”), from CarMax. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: TV, Radio or Billboard Ads and Internet Marketing. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violet Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, and Lack of Power.

189. Plaintiff Clifton Coleman (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Wisconsin, residing in the City of

Milwaukee. On or about March 1, 2014, Plaintiff purchased a 2010 Ford Fusion S, with a 6F35 auto transmission, Vehicle Identification Number 3FAHP0HA1AR203434 (for the purpose of this paragraph only, the “Vehicle”), from Heiser Ford, located at 1700 W Silver Spring Dr, Glendale, WI 53209. Plaintiff first experienced the Transmission Defect in 2015. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Lack of Power, and Transmission Failures in Traffic. Plaintiff has sought repairs five times under warranty.

190. Plaintiff Clinton McGee (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Kansas, residing in the City of Bonner Springs. On or about August 21, 2016, Plaintiff purchased a 2013 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H73DR135301 (for the purpose of this paragraph only, the “Vehicle”).

191. Plaintiff Cody Kolbe (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Iowa, residing in the City of Urbandale. On or about March 1, 2015, Plaintiff purchased a 2013 Ford Fusion SE, with a

23/36/28 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0HR7DR144682 (for the purpose of this paragraph only, the “Vehicle”), from Stew Hansen Dodge Ram Chrysler Jeep, located at 7101 Douglas Ave, Urbandale, IA 50322. Plaintiff first experienced the Transmission Defect in or around September 2016 at approximately 56,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Bucking and Kicking on Acceleration (Shuddering or Juddering) and Delayed Acceleration. Plaintiff sought transmission repairs from the following dealership: Stew Hansen Dodge Ram Chrysler Jeep, 7101 Douglas Ave, Urbandale, IA 50322. Plaintiff has sought repairs two times under the warranty. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. The Vehicle was repaired on the following dates: September 10, 2016.

192. Plaintiff Cody Rainwater (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Colorado, residing in the City of Colorado Springs. On or about January 28, 2017, Plaintiff purchased a 2014 Ford Fusion SE, with a 23/34/27 6F35 six-speed automatic w/start-stop transmission, Vehicle Identification Number 3FA6P0HD6ER107970 (for the purpose of this paragraph only, the “Vehicle”), from Pikes Peak Acura, located at 655 Automotive Dr,

Colorado Springs, CO 80905. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Historical Brand Slogans. Plaintiff first experienced the Transmission Defect on or about January 6, 2019, at approximately 98,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Gears Slipping, Complete Transmission Failure Requiring Repair/Replacement, and Whining. Plaintiff sought transmission repairs from the following dealership: Phil Long Ford, 7887 W Tufts Ave, Denver, CO 80123. Plaintiff has sought repairs one time outside the warranty. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Drivability is Acceptable, Transmission Functions Normally, and Drivability Concerns Expressed Were “Normal.” The Vehicle was repaired in: February 2019.

193. Plaintiff Corey Kopriva (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Michigan, residing in the City of Redford. On or about July 1, 2016, Plaintiff purchased a 2010 Ford Fusion SE, with a 6F35

auto transmission, Vehicle Identification Number 3FAHP0JA6AR360600 (for the purpose of this paragraph only, the “Vehicle”), from Taylor Ford, located at 13500 Telegraph Rd, Taylor, MI 48180. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Sustainability/Long-Lasting. Plaintiff first experienced the Transmission Defect at approximately 96,000 miles. Plaintiff has experienced, and continues to experience, the following manifestation of the Transmission Defect: Delayed Acceleration.

194. Plaintiff Corey Passino (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of New York, residing in the City of Plattsburg. On or about March 10, 2015, Plaintiff purchased a 2013 Ford Fusion SE, with a 23/36/28 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H75DR320434 (for the purpose of this paragraph only, the “Vehicle”).

195. Plaintiff Crystal Rhodes (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of North Carolina, residing in the City of Barnardsville. On or about August 1, 2013, Plaintiff purchased a 2013 Ford Fusion SE, with a 23/36/28 6F35 six-speed automatic transmission, Vehicle Identification

Number 3FA6P0HR4DR389343 (for the purpose of this paragraph only, the “Vehicle”), from Asheville Ford Lincoln, located at 611 Brevard Road, Asheville, NC 28716. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Sustainability/Long-Lasting, and Reliability. Plaintiff first experienced the Transmission Defect in or around February 2019 at approximately 63,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Delayed Downshifts, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff sought transmission repairs from the following dealerships: Ken Wilson Ford, 769 Champion Dr, Canton, NC 28716, and Meineke Car Center. Plaintiff has sought repairs two times outside the warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Vehicle Will Be Dependable As-Is and Problems Could Not Be Replicated. The Vehicle was repaired in: October 2018.

196. Plaintiff Cynthia Craft (for the purpose of this paragraph only,



“Plaintiff”), is a citizen of the State of Texas, residing in the City of Amarillo. On or about July 7, 2015, Plaintiff purchased a 2013 Ford Fusion SE, with a 23/36/28 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0HR5DR185294 (for the purpose of this paragraph only, the “Vehicle”).

197. Plaintiff Damion Greene (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of North Carolina, residing in the City of Morganton. On or about August 9, 2017, Plaintiff purchased a 2015 Ford Fusion Titanium, with a 21/31/25 (FWD) 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0HDXFR207104 (for the purpose of this paragraph only, the “Vehicle”).

198. Plaintiff Damion Mullins (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Texas, residing in the City of Richmond. On or about June 1, 2016, Plaintiff purchased a 2014 Ford Fusion Titanium, with a 6F35 auto transmission, Vehicle Identification Number 3FA6P0K95ER361383 (for the purpose of this paragraph only, the “Vehicle”).

199. Plaintiffs Dana Hall and Janice Duncan (for the purpose of this paragraph only, “Plaintiffs”), are citizens of the State of Oklahoma, residing in the City of Yukon. On or about June 1, 2017, Plaintiffs purchased a 2010 Ford Fusion

SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FAHP0JA6AR335048 (for the purpose of this paragraph only, the “Vehicle”), from Joe Cooper Ford of Yukon, located at 1780 Garth Brooks, Yukon, OK 73099. Plaintiff first experienced the Transmission Defect in 2014. Plaintiffs have experienced, and continue to experience, the following manifestations of the Transmission Defect: Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Lack of Power, and Delayed Downshifts. Plaintiff contacted Ford about the Transmission Defect in 2015. Plaintiff has sought repairs one time outside the warranty.

200. Plaintiff D'Anaeise Williams Ryan (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Michigan, residing in the City of Detroit. On or about March 1, 2015, Plaintiff purchased a 2015 Ford Fusion, SE with a 23/34/27 6F35 six-speed automatic w/start-stop transmission, Vehicle Identification Number 3FA6P0H75FR162258 (for the purpose of this paragraph only, the “Vehicle”), from Jorgensen Ford, located at 8333 Michigan Ave, Detroit, MI 48210. Plaintiff viewed or otherwise received the following advertisement or representation by Ford and relied on them in deciding to purchase the Vehicle:

Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect on or about July 15, 2016, at approximately 46,204 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Delayed Acceleration, Lack of Power, Delayed Downshifts, and Hard Decelerations/Clunks when Slowing or Accelerating. Plaintiff sought transmission repairs from the following dealership: Jorgensen Ford, 8333 Michigan Ave, Detroit, MI 48210. Plaintiff has sought repairs three times under warranty. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Transmission Functions Normally. The Vehicle was never successfully repaired.

201. Plaintiff Daniel Gonzales (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Colorado, residing in the City of Colorado Springs. On or about December 1, 2015, Plaintiff purchased a 2016 Ford Fusion SE, with a 43/41/42 Hybrid CVT, Ford HF35 transmission, Vehicle Identification

Number 3FA6P0T92GR268211 (for the purpose of this paragraph only, the “Vehicle”), from Phil Long Ford Motor City, located at 1212 Motor City Dr, Colorado Springs, CO 80905. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to lease the Vehicle: TV, Radio or Billboard Ads and Historical Brand Slogans. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to lease the Vehicle: Vehicle Dependability, Sustainability/Long-Lasting, and Reliability. Plaintiff first experienced the Transmission Defect on or about June 20, 2016, at approximately 3,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Lack of Power, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff sought transmission repairs from the following dealership: Phil Long Ford Motor City, 1212 Motor City Dr, Colorado Springs, CO 80905. Plaintiff has sought repairs two times under warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Transmission Functions Normally. The Vehicle was

repaired on the following dates: June 22, 2016, and September 5, 2016.

202. Plaintiff Danny Lassiter (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of North Carolina, residing in the City of Kittrell. On or about October 10, 2014, Plaintiff purchased a 2012 Ford Fusion S, with a 6F35 auto transmission, Vehicle Identification Number 3FAHP0HG2CR293524 (for the purpose of this paragraph only, the “Vehicle”), from Advantage Ford, located at 1675 Dabney Dr, Henderson, NC 27536. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability and Reliability.

203. Plaintiff Danny Wagner (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Pennsylvania, residing in the City of Johnstown. On or about February 6, 2012, Plaintiff purchased a 2011 Ford Fusion SE, with a 6F35 auto transmission, Vehicle Identification Number 3FAHP0HA1BR208683 (for the purpose of this paragraph only, the “Vehicle”).

204. Plaintiff Darlene Winger (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Minnesota, residing in the City of Aurora. On or about April 8, 2011, Plaintiff purchased a 2010 Ford Fusion SE, with a 6F35

auto transmission, Vehicle Identification Number 3FAHP0HA8AR429051 (for the purpose of this paragraph only, the “Vehicle”), from Lundgren Ford, located at 900 US-53, Eveleth, MN 55734. Plaintiff first experienced the Transmission Defect at approximately 300 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, and Bucking and Kicking on Acceleration (Shuddering or Juddering). Plaintiff experienced a transmission failure that resulted in a collision. Plaintiff sought transmission repairs from the following dealership: Lundgren Ford, 900 US-53, Eveleth, MN 55734. Plaintiff has sought repairs five times outside the warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Transmission Functions Normally and Problems Could Not Be Replicated.

205. Plaintiff Darrell Harvey (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Tennessee, residing in the City of Memphis. On or about April 29, 2015, Plaintiff purchased a 2015 Ford Fusion SE, with a 23/34/27 6F35 six-speed automatic w/start-stop transmission, Vehicle Identification Number 3FA6P0HD4FR202948 (for the purpose of this paragraph only, the “Vehicle”), from SE, with a 23/34/27 6F35 six-speed automatic

w/start-stop transmission, Vehicle Identification Number 3FAHP0HA8AR429051 (for the purpose of this paragraph only, the “Vehicle”), from AutoNation Ford, located at 2515 Mt. Moriah Rd, Memphis, TN 38115. Plaintiff viewed or otherwise received the following advertisement or representation by Ford and relied on them in deciding to purchase the Vehicle: Internet Marketing. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability and Reliability, Drivability and Reliability. Plaintiff first experienced the Transmission Defect on or about March 24, 2019, at approximately 40,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Delayed Acceleration, Gears Slipping, Difficulty Stopping, and Lack of Power.

206. Plaintiff David Garcia (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of New Jersey, residing in the City of River Edge. On or about March 15, 2015, Plaintiff purchased a 2014 Ford Fusion Titanium, with a 21/31/25 (FWD) 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0K98ER152624 (for the purpose of this paragraph only, the “Vehicle”), from Lawrenceville Ford Lincoln, located at 2920 Brunswick

Pike, Lawrenceville, NJ 08648. Plaintiff viewed or otherwise received the following advertisement or representation by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect on or about December 5, 2015, at approximately 30,856 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, and Gears Slipping. Plaintiff sought transmission repairs from the following dealership: Lincoln of Paramus, 670 NJ-17, Paramus, NJ 07652. Plaintiff has sought repairs one time under warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Vehicle Will Be Dependable As-Is, Drivability Is Acceptable, Transmission Functions Normally, Problems Could Not Be Replicated, and Drivability Concerns Expressed Were “Normal.” The Vehicle was never successfully repaired.



207. Plaintiff David Glover (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Texas, residing in the City of Conroe. On or about July 1, 2016, Plaintiff purchased a 2012 Ford Fusion S, with a 6F35 auto transmission, Vehicle Identification Number 3FAHP0JA3CR219373 (for the purpose of this paragraph only, the “Vehicle”), from USA Autobrokers, located at 1619 N Shepherd Dr, Houston, TX 77008. Plaintiff first experienced the Transmission Defect at approximately 71,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Lack of Power, and Transmission Failures in Traffic.

208. Plaintiff David Helms (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Illinois, residing in the City of Morton. On or about May 18, 2012, Plaintiff purchased a 2012 Ford Fusion SE, with a 6F35 auto transmission, Vehicle Identification Number 3FAHP0HAXCR197894 (for the purpose of this paragraph only, the “Vehicle”), from Interstate Ford, located at 125 Alexandersville Rd, Miamisburg, OH 45342. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability and Reliability. Plaintiff

first experienced the Transmission Defect on or about February 26, 2016, at approximately 46,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, and Delayed Downshifts. Plaintiff experienced a transmission failure that resulted in a collision. Plaintiff sought transmission repairs from the following dealership Fort Dodge Ford Toyota Lincoln, 2723 5th Ave. S, Fort Dodge, IA 50501. Plaintiff has sought repairs three times under warranty and one time outside the warranty. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Transmission Functions Normally, Problems Could Not Be Replicated, and Drivability Concerns Expressed Were “Normal.” The Vehicle was repaired on the following dates: February 26, 2016, September 16, 2016, August 10, 2017, and October 2017.

209. Plaintiffs David and Michelle Hobbs (for the purpose of this paragraph only, “Plaintiffs”), are citizens of the State of Pennsylvania, residing in the City of North Versailles. On or about November 1, 2016, Plaintiffs purchased a 2013 Ford Fusion SE, Vehicle Identification Number 3FA6P0H9XDR139802 (for

the purpose of this paragraph only, the “Vehicle”), from AutoNation Westlake, located at 23775 Center Ridge Rd, Westlake, OH 44145. Plaintiffs viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Sales Brochure and Dealership Salesperson. Plaintiffs first experienced the Transmission Defect on or about December 28, 2016, at approximately 52,300 miles. Plaintiffs have experienced, and continue to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, and Bucking and Kicking on Acceleration (Shuddering or Juddering). Plaintiffs sought transmission repairs from the following dealership: AutoNation Westlake, 23775 Center Ridge Rd, Westlake, OH 44145. Plaintiffs have sought repairs four times under warranty. Plaintiffs were not charged a fee before the Vehicle would be inspected or repaired. Plaintiffs were assured of the following when Plaintiffs sought transmission repairs to the Vehicle: Vehicle Will Be Dependable As-Is, Drivability is Acceptable, Transmission Functions Normally, and Problems Could Not Be Replicated. The Vehicle was never successfully repaired.

210. Plaintiff David Kettner (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Minnesota, residing in the City of Newport.

On or about February 23, 2016, Plaintiff purchased a 2012 Ford Fusion S, with a 6F35 auto transmission, Vehicle Identification Number 3FAHP0JA3CR444490 (for the purpose of this paragraph only, the “Vehicle”), from Maplewood Auto Mall, located at 2529 White Bear Ave, Maplewood, MN 55109. Plaintiff first experienced the Transmission Defect on or about June 6, 2017, at approximately 57,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Lack of Power, Delayed Downshifts, and Hard Decelerations/Clunks when Slowing or Accelerating. Plaintiff has sought repairs two times under warranty The Vehicle was repaired on the following date: July 27, 2017.

211. Plaintiff David Leib (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Iowa, residing in the City of Oskaloosa. On or about July 7, 2015, Plaintiff purchased a 2014 Ford Fusion SE, with a 21/31/25 (FWD) 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H98ER317689 (for the purpose of this paragraph only, the “Vehicle”), from Carriker Ford, located at 1209 A Ave W, Oskaloosa, IA 52577. Plaintiff

viewed or otherwise received the following advertisement or representation by Ford and relied on them in deciding to purchase the Vehicle: TV, Radio or Billboard Ads and Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Reliability. Plaintiff first experienced the Transmission Defect in or around October 2015 at approximately 38,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Complete Transmission Failure Requiring Repair/Replacement. Plaintiff has sought repairs two times under warranty. The Vehicle was repaired in: March 2016 and January 2019.

212. Plaintiff Deajia Thompson (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Alabama, residing in the City of Huntsville. On or about September 15, 2014, Plaintiff purchased a 2012 Ford Fusion Titanium, with a 6F35 auto transmission, Vehicle Identification Number 3FAHP0HA0CR304466 (for the purpose of this paragraph only, the “Vehicle”). Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to lease the Vehicle: Dealership Salesperson and Consumer Awards/Reviews.

213. Plaintiff Deborah Collins (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Florida, residing in the City of Jacksonville. On or about March 27, 2015, Plaintiff purchased a 2010 Ford Fusion S, with a 6F35 auto transmission, Vehicle Identification Number 3FAHP0HA2AR155488 (for the purpose of this paragraph only, the “Vehicle”), from March Motors, located at 8505 Atlantic Blvd, Jacksonville, FL 32211. Plaintiff first experienced the Transmission Defect on or about February 15, 2016, at approximately 50,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Difficulty Stopping, Lack of Power, Premature Wear of Internal Components, and Transmission Failures in Traffic. Plaintiff sought transmission repairs from the following dealership: March Motors, 8505 Atlantic Blvd, Jacksonville, FL 32211. Plaintiff has sought repairs two times under warranty and two times outside the warranty. The Vehicle was repaired in: February 2016 and March 2016.

214. Plaintiff Deborah Engelbracht (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Georgia, residing in the City of Conyers. On

or about June 1, 2016, Plaintiff purchased a 2016 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0G70GR374987 (for the purpose of this paragraph only, the “Vehicle”), from Courtesy Ford Conyers Georgia, located at 1636 Dogwood Drive, Conyers, GA 30013. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect on or about June 15, 2017, at approximately 29,770 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Lack of Power, Transmission Failures in Traffic, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff sought transmission repairs from the following dealership: Courtesy Ford Conyers Georgia, 1636 Dogwood Drive, Conyers, GA 30013. Plaintiff has sought repairs three times under warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Transmission Functions Normally and Drivability Concerns Expressed Were

“Normal”.” The Vehicle was repaired on the following dates: June 14, 2017, August 28, 2018, and September 17, 2019.

215. Plaintiff Debra Potts (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Georgia, residing in the City of Stephens. On or about July 20, 2014, Plaintiff purchased a 2016 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H72GR296503 (for the purpose of this paragraph only, the “Vehicle”), from Athens Ford, located at 4260 Atlanta Highway, Athens, GA 30606 Plaintiff viewed or otherwise received the following advertisement or representation by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, and Reliability. Plaintiff first experienced the Transmission Defect in or around August 2014 at approximately 2,500 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Delayed Downshifts, and “Would Refuse to Change Gears



Completely”.” Plaintiff sought transmission repairs from the following dealership: Athens Ford, 4260 Atlanta Highway, Athens, GA 30606. Plaintiff has sought repairs three times under warranty. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. The Vehicle was never successfully repaired.

216. Plaintiff Debra Smith (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Illinois, residing in the City of Chicago. On or about January 1, 2014, Plaintiff purchased a 2014 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 1FA6P0H78E5360169 (for the purpose of this paragraph only, the “Vehicle”), from Haggerty Ford, located at 330 W Roosevelt Rd, West Chicago, IL 60185. Plaintiff viewed or otherwise received the following advertisement or representation by Ford and relied on them in deciding to purchase the Vehicle: Sales Brochure and Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-lasting, Reliability, and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect on or about January 26, 2015, at

approximately 5,198 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking, Delayed Acceleration, and Car Drove Forward when put in Reverse. Plaintiff sought transmission repairs from the following dealership: Fox Ford, 2501 N Elston Ave, Chicago, IL 60647. Plaintiff has sought repairs one time under warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Problems Could Not Be Replicated. The Vehicle was never successfully repaired.

217. Plaintiff Deidra Marsh (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of West Virginia, residing in the City of Weston. On or about July 1, 2016, Plaintiff purchased a 2014 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H78ER143556 (for the purpose of this paragraph only, the “Vehicle”), from Weston Ford, located at 788 US-33, Weston, WV 26452. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to lease the Vehicle: Sustainability/Long-Lasting. Plaintiff first experienced the Transmission Defect on or about August 6, 2016, at approximately 60,000 miles. Plaintiff has experienced, and continues to

experience, the following manifestation of the Transmission Defect: Delayed Acceleration.

218. Plaintiff Delphine Nutt (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Michigan, residing in the City of Livonia. On or about September 1, 2014, Plaintiff purchased a 2014 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H78ER102439 (for the purpose of this paragraph only, the “Vehicle”), from Avon Ford, located at 29200 Telegraph Road, Southfield, MI 48034. Plaintiff first experienced the Transmission Defect on or about February 14, 2019, at approximately 51,878 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Jerking), Delayed Acceleration, Gears Slipping, Difficulty Stopping, Lack of Power, Delayed Downshifts, Hard Decelerations/Clunks when Slowing or Accelerating, Premature Wear of Internal Components, Transmission Failures in Traffic, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff sought transmission repairs from the following dealerships: USA Transmissions, 38410 Grand River Ave, Farmington Hills, MI 48355. Plaintiff has sought repairs one

time outside the warranty. The Vehicle was repaired on the following date: February 28, 2019.

219. Plaintiff Demarion Whiteside (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Alabama, residing in the City of Anniston. On or about October 19, 2015, Plaintiff purchased a 2016 Ford Fusion S, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0G70GR210753 (for the purpose of this paragraph only, the “Vehicle”), from Talladega Ford, located at 723 Battle St. E., Talladega, AL 35160. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect on or about December 20, 2018, at approximately 70,601 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Lack of Power, Delayed Downshifts, Hard Decelerations/Clunks when Slowing or Accelerating, Premature Wear of Internal Components, and

Transmission Failures in Traffic. Plaintiff sought transmission repairs from the following dealership: Sunny King Ford, 1507 S Quintard Ave, Anniston, AL 36201. Plaintiff has sought repairs two times under warranty. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Vehicle Will Be Dependable As-Is, Drivability is Acceptable, Transmission Functions Normally, Problems Could Not Be Replicated, and Drivability Concerns Expressed Were “Normal.” The Vehicle was never successfully repaired.

220. Plaintiff Derrica Holmes (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Mississippi, residing in the City of Port Gibson. On or about March 17, 2017, Plaintiff purchased a 2014 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 1FA6P0H7XE5378270 (for the purpose of this paragraph only, the “Vehicle”), from Cannon Honda, located at 1006 Elmwood Street, Port Gibson, MS 39150. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to lease the Vehicle: Dealership Salesperson and Internet Marketing. Plaintiff first experienced the Transmission Defect in or around January 2018 at approximately 45,000 miles.

Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Delayed Acceleration, Lack of Power, Delayed Downshifts, and Hard Decelerations/Clunks when Slowing or Accelerating. Plaintiff has sought repairs three times outside the warranty. The Vehicle was repaired in: January 2018.

221. Plaintiff Derrick Ervin (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Michigan, residing in the City of Lake City. On or about July 1, 2017, Plaintiff purchased a 2013 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H7XDR275488 (for the purpose of this paragraph only, the “Vehicle”).

222. Plaintiff Desiree Walters (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Tennessee, residing in the City of Nashville. On or about April 1, 2017, Plaintiff purchased a 2014 Ford Fusion Titanium, with a 21/31/25 (FWD) 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0K9XER183924 (for the purpose of this paragraph only, the “Vehicle”), from CarMax, located at 2501 Powell Ave, Nashville, TN 37204. Plaintiff first experienced the Transmission Defect on or about May 12, 2017, at approximately 49,000 miles. Plaintiff has experienced, and continues to

experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Jerking), Delayed Acceleration, Lack of Power, Delayed Downshifts, Hard Decelerations/Clunks when Slowing or Accelerating, Premature Wear of Internal Components, and Transmission Failures in Traffic. Plaintiff sought transmission repairs from the following dealership: Wyatt Johnson Ford, 646 Thompson Ln, Nashville, TN 37204. Plaintiff has sought repairs one time under warranty. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Vehicle Will Be Dependable As-Is, Drivability is Acceptable, Transmission Functions Normally, Problems Could Not Be Replicated, and Drivability Concerns Expressed Were “Normal.” The Vehicle was repaired on the following date: February 22, 2019.

223. Plaintiff Diamond Rivera (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Florida, residing in the City of Fort Myers. On or about April 1, 2016, Plaintiff purchased a 2013 Ford Fusion SE, with a 43/41/42 Hybrid CVT, Ford HF35 transmission, Vehicle Identification Number 3FA6P0H98DR310577 (for the purpose of this paragraph only, the “Vehicle”).

224. Plaintiff Diane Cardwell (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Georgia, residing in the City of Riverdale. On or about December 24, 2015, Plaintiff purchased a 2016 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H73GR274283 (for the purpose of this paragraph only, the “Vehicle”), from Woody Anderson Madison, located at 1638 Hughes Rd, Madison, AL 35758. Plaintiff first experienced the Transmission Defect in or around January 2019 at approximately 50,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Delayed Acceleration, and Transmission Failures in Traffic. Plaintiff experienced a transmission failure that resulted in a collision. Plaintiff sought transmission repairs from the following dealership: Allan Vigil Ford of Fayetteville, 275 Glynn St N, Fayetteville, GA 30214. Plaintiff has sought repairs one time under warranty. The Vehicle was repaired in: January 2019.

225. Plaintiff Diane Waggoner (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Texas, residing in the City of Athens. On or about November 30, 2016, Plaintiff purchased a 2014 Ford Fusion SE, with a 23/34/27 6F35 six-speed automatic w/start-stop transmission, Vehicle



Identification Number 1FA6P0HD4E5000970 (for the purpose of this paragraph only, the “Vehicle”).

226. Plaintiff Dillon Vansickle (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Michigan, residing in the City of Waterford. On or about May 1, 2016, Plaintiff purchased a 2013 Ford Fusion Titanium, with a 20/29/23 (AWD) 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0D93DR115914 (for the purpose of this paragraph only, the “Vehicle”), from Lasco Ford, located at 2525 Owen Rd, Fenton, MI 48430. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: TV, Radio or Billboard Ads, Dealership Salesperson, Internet Marketing and Consumer Awards/Reviews. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, and Drivability. Plaintiff first experienced the Transmission Defect on or about October 16, 2016, at approximately 31,757 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed

Acceleration, Delayed Downshifts, Hard Decelerations/Clunks when Slowing or Accelerating, and Premature Wear of Internal Components. Plaintiff contacted Ford about the Transmission Defect in or around July 2017. Plaintiff sought transmission repairs from the following dealerships: Lasco Ford, 2525 Owen Rd, Fenton, MI 48430. Plaintiff has sought repairs four times under warranty and two times outside the warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Drivability is Acceptable, Transmission Functions Normally, Problems Could Not Be Replicated, and Drivability Concerns Expressed Were “Normal.” The Vehicle was repaired on the following dates: October 10, 2016, and June 7, 2017.

227. Plaintiff Dominique Haggard (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of California, residing in the City of Hayward. On or about March 1, 2018, Plaintiff purchased a 2016 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H79GR147652 (for the purpose of this paragraph only, the “Vehicle”), from Paul Blanco's Good Car Company, located at 7201 Oakport St, Oakland, CA 94621. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, and

Violent Jerking.

228. Plaintiff Donna Lindsey (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of North Carolina, residing in the City of Louisburg. On or about June 1, 2016, Plaintiff purchased a 2012 Ford Fusion SE, with a 6F35 auto transmission, Vehicle Identification Number 3FAHP0JA8CR112979 (for the purpose of this paragraph only, the “Vehicle”).

**Note:** This Plaintiff remains in ill health, is currently hospitalized, and unable to provide further information at this time, necessitating later supplementation.

229. Plaintiff Donovan Mancilman (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Minnesota, residing in the City of Plainview. On or about March 1, 2014, Plaintiff purchased a 2012 Ford Fusion S, with a 6F35 auto transmission, Vehicle Identification Number 3FAHP0HA7CR365331 (for the purpose of this paragraph only, the “Vehicle”), from Zumbrota Ford, located at 1660 S Main St, Zumbrota, MN 55992. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson and Internet Marketing. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle

Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect at approximately 60,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Lack of Power, Delayed Downshifts, Hard Decelerations/Clunks when Slowing or Accelerating, and Premature Wear of Internal Components.. Plaintiff sought transmission repairs from the following dealership: Zumbrota Ford, 1660 S Main St, Zumbrota, MN 55992. Plaintiff has sought repairs three times outside the warranty. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Vehicle Will Be Dependable As-Is, Drivability is Acceptable, Transmission Functions Normally, and Drivability Concerns Expressed Were “Normal.” The Vehicle was repaired on the following dates: May 27, 2017, and July 14, 2017.

230. Plaintiff Doug McGinnis (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Illinois, residing in the City of Abingdon. On or about December 11, 2018, Plaintiff purchased a 2016 Ford Fusion SE, with a

21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 1FA6P0H77G5116659 (for the purpose of this paragraph only, the “Vehicle”), from Roanoke Ford, located at 217 W Husseman St, Roanoke, IL 61561. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect on or about January 8, 2019, at approximately 58,316 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Difficulty Stopping, Lack of Power, Delayed Downshifts, Hard Decelerations/Clunks when Slowing or Accelerating, Transmission Failures in Traffic, specifically noting “when shifting from park to reverse or drive it drops RPMS and shutters and the car almost dies also when shifting into reverse or drive it hesitates to shift into gear for a couple seconds”.”

Plaintiff contacted Ford about the Transmission Defect on or about February 18, 2019. Plaintiff sought transmission repairs from the following dealership: Roanoke Ford, 217 W Husseman St, Roanoke, IL 61561, YEMM Ford, 201 W Main St, Galesburg, IL 61401. Plaintiff has sought repairs two times under warranty and one time outside the warranty. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Vehicle Will Be Dependable As-Is, Drivability is Acceptable, Transmission Functions Normally, Problems Could Not Be Replicated, and Drivability Concerns Expressed Were “Normal.” The Vehicle was never successfully repaired.

231. Plaintiff Dualax Soto (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Texas, residing in the City of Justin. On or about December 1, 2014, Plaintiff purchased a 2013 Ford Fusion SE, Vehicle Identification Number 3FA6P0HR6DR290832 (for the purpose of this paragraph only, the “Vehicle”).

232. Plaintiff Dylan Lear (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Kentucky, residing in the City of Louisville. On or about September 28, 2018, Plaintiff purchased a 2016 Ford Fusion Titanium,

with a 21/31/25 (FWD) 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0K98GR399306 (for the purpose of this paragraph only, the “Vehicle”), from Oxmoore Hyundai, located at 8107 Shelbyville Rd, Louisville, KY 40222. Plaintiff viewed or otherwise received the following advertisement or representation by Ford and relied on them in deciding to purchase the Vehicle: Internet Marketing. Plaintiff first experienced the Transmission Defect in or around October 2018 at approximately 70,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, and Delayed Downshifts.

233. Plaintiffs Eddie and Sue Jinks (for the purpose of this paragraph only, “Plaintiff”), are citizens of the State of Florida, residing in the City of Jacksonville. On or about December 1, 2014, Plaintiffs purchased a 2013 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H73DR364125 (for the purpose of this paragraph only, the “Vehicle”), from Mike Davidson Ford, located at 9650 Atlantic Blvd, Jacksonville, FL 32225. Ford dealership sales personnel made the following claims or representations to Plaintiffs, on which Plaintiffs relied in deciding to purchase the Vehicle: Free of

Transmission Issues. Plaintiffs first experienced the Transmission Defect on or about October 2017 at approximately 80,000 miles. Plaintiffs have experienced, and continues to experience, the following manifestation(s) of the Transmission Defect: Delayed Acceleration, Difficulty Stopping, Hard Decelerations/Clunks when Slowing or Accelerating, and Transmission Failures in Traffic. Plaintiffs sought transmission repairs from the following dealership: Mike Davidson Ford, 9650 Atlantic Blvd, Jacksonville, FL 32225. Plaintiffs have sought repairs one time under warranty and two times outside the warranty. Plaintiffs were not charged a fee before the Vehicle would be inspected or repaired. The Vehicle was repaired in or around November 2017 and October 2018.

234. Plaintiff Elizabeth Reyes (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Colorado, residing in the City of Thornton. On or about April 1, 2016, Plaintiff purchased a 2014 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H77ER259248 (for the purpose of this paragraph only, the “Vehicle”), from Benji Auto, located at 15060 Durham Ln, Davie, FL 33331. Plaintiff first experienced the Transmission Defect on or about September 15, 2016, at approximately 7,000 miles. Plaintiff has experienced, and continues to experience,



the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, and Violent Jerking. Plaintiff sought transmission repairs from the following dealership: Pines Ford, 8655 Pines Blvd, Pembroke Pines, FL 33024. Plaintiff has sought repairs one time. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Problems Could Not Be Replicated. The Vehicle was repaired in or around June 2017.

235. Plaintiff Elizabeth Stokes (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Indiana, residing in the City of Ladoga. On or about November 1, 2017, Plaintiff purchased a 2014 Ford Fusion SE, with a 21/31/25 (FWD) 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H93ER352611 (for the purpose of this paragraph only, the “Vehicle”).

236. Plaintiff Erasmo Cuba (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Texas, residing in the City of Sullivan City. On or about July 5, 2013, Plaintiff purchased a 2013 Ford Fusion SE, Vehicle Identification Number 3FA6P0HR5DR388170 (for the purpose of this paragraph only, the “Vehicle”), from Spike Ford, located at 805 E. Expressway 83, Mission, TX 78572. Plaintiff viewed or otherwise received the following advertisements or

representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Sustainability/Long-Lasting. Plaintiff first experienced the Transmission Defect under 1,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Difficulty Stopping, Lack of Power, Premature Wear of Internal Components, Transmission Failures in Traffic, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff experienced a transmission failure that resulted in a collision. Plaintiff sought transmission repairs from the following dealership: Spike Ford, 805 E. Expressway 83, Mission, TX 78572. Plaintiff has sought repairs twenty times under warranty and three times outside the warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Vehicle Will Be Dependable As-Is and Transmission Functions Normally. The Vehicle was never successfully repaired.

237. Plaintiff Eric Wiltshire (for the purpose of this paragraph only,

“Plaintiff”), is a citizen of the State of Ohio, residing in the City of Toledo. On or about July 29, 2016, Plaintiff purchased a 2013 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H7XDR384436 (for the purpose of this paragraph only, the “Vehicle”), from Victory Chevrolet, located at 1250 Dexter St., Milan, MI 48160. Plaintiff first experienced the Transmission Defect on or about August 5, 2016, at approximately 35,841 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Bucking and Kicking on Acceleration (Shuddering or Juddering), Gears Slipping, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff sought transmission repairs from the following dealership: Kistler Ford, 5555 Central Ave, Toledo, OH 43615. Plaintiff has sought repairs 4 times under warranty and one time outside the warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Transmission Functions Normally, Problems Could Not Be Replicated. The Vehicle was repaired on the following dates: August 12, 2016, November 18, 2016, June 22, 2017, November 1, 2017, and March 30, 2018.

238. Plaintiffs Erin Barranti and Scott Barranti (for the purpose of this paragraph only, “Plaintiffs”), are citizens of the State of Florida, residing in the

City of Malabar. On or about October 15, 2015, Plaintiffs purchased a 2014 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 1FA6P0G76E5384701 (for the purpose of this paragraph only, the “Vehicle”), from Palm Bay Ford, located at 1202 Malabar Rd SE, Palm Bay, FL 32907. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiffs have experienced, and continue to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Delayed Acceleration, Lack of Power, and Hard Decelerations/Clunks when Slowing or Accelerating. Plaintiff sought transmission repairs from the following dealership: Palm Bay Ford. Plaintiff has sought repairs two times under warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Drivability is Acceptable, Transmission Functions Normally, and Drivability Concerns Expressed Were “Normal.”

239. Plaintiff Ernest Hanaway's claim is scheduled to be dismissed without prejudice.

240. Plaintiff Felicia Greene (for the purpose of this paragraph only, "Plaintiff"), is a citizen of the State of Michigan, residing in the City of Riverview. On or about August 10, 2017, Plaintiff purchased a 2017 Ford Fusion Sport FWD, with a 21/31/25 (FWD) 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0K94HR117244 (for the purpose of this paragraph only, the "Vehicle"), from Village Ford, located at 23535 Michigan Ave, Dearborn MI 48124. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Historical Brand Slogans and Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Delayed Acceleration, Delayed Downshifts, and Hard Decelerations/Clunks when Slowing or Accelerating.

241. Plaintiff Felipe Fernandes (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Massachusetts, residing in the City of Tewksbury. On or about April 1, 2017, Plaintiff purchased a 2014 Ford Fusion SE, with a 23/34/27 6F35 six-speed automatic w/start-stop transmission, Vehicle Identification Number 3FA6P0HD1ER332006 (for the purpose of this paragraph only, the “Vehicle”).

242. Plaintiffs Frederick Seemann and Frederick Seemann, Jr. (for the purpose of this paragraph only, “Plaintiffs”), are citizens of the State of Florida, residing in the City of Gainesville. On or about November 21, 2012, Plaintiffs purchased a 2013 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H78DR138274 (for the purpose of this paragraph only, the “Vehicle”), from Parks Ford Lincoln of Gainesville, located at 3333 N Main St., Gainesville, FL 32609.

243. Plaintiff Garrett Schaffer (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Utah, residing in the City of South Webber. On or about October 1, 2014, Plaintiff purchased a 2014 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H73ER318389 (for the purpose of this paragraph only, the “Vehicle”),

from Murray Auto Car Sales, located at 4315 State St., Salt Lake City, UT 84107. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Sales Brochure, TV, Radio or Billboard Ads, Internet Marketing, Historical Brand Slogans, and Consumer Awards/Reviews. Plaintiff first experienced the Transmission Defect at approximately 20,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Lack of Power, Delayed Downshifts, and Hard Decelerations/Clunks when Slowing or Accelerating. Plaintiff experienced a transmission failure that resulted in a collision. The Vehicle was never successfully repaired.

244. Plaintiff Gary Antonich (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Minnesota, residing in the City of Zimmerman. On or about May 19, 2018, Plaintiff purchased a 2014 Ford Fusion SE, Vehicle Identification Number 3FA6P0HD3ER156589 (for the purpose of this paragraph only, the “Vehicle”), from Benna Ford, located at 3022 Tower Ave., Superior, WI 54880. Plaintiff viewed or otherwise received the following

advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Drivability. Plaintiff first experienced the Transmission Defect in or around April 2019 at approximately 55,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Lack of Power, and Transmission Failures in Traffic. Plaintiff sought transmission repairs from the following dealership: Cornerstone Ford, 17219 US-10, Elk River, MN 55330. Plaintiff has sought repairs two times outside the warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Drivability is Acceptable, Transmission Functions Normally, Problems Could Not Be Replicated, and Drivability Concerns Expressed Were “Normal.” The Vehicle was repaired on the following dates: April 2019 and July 30, 2019.

245. Plaintiff Gary Farr (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Maryland, residing in the City of Forest Hill. On or about April 15, 2018, Plaintiff purchased a 2013 Ford Fusion SE, with a



23/36/28 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0HR9DR349906 (for the purpose of this paragraph only, the “Vehicle”), from National Motors Inc., located at 8528 Baltimore National Pike, Ellicott City, MD 21043. Plaintiff first experienced the Transmission Defect in or around October 2017 at approximately 96,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Lack of Power, Delayed Downshifts, Hard Decelerations/Clunks when Slowing or Accelerating, Transmission Failures in Traffic, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff sought transmission repairs from the following dealerships: Plaza Ford, 1701 Belair Rd, Bel Air, MD 21014, Forest Hill Automotive, 209 E Jarrettsville Rd, Forest Hill, MD 21050, Harford County Transmissions & Automotive, 521 Underwood Ln, Bel Air, MD 21014, and AAMCO of Bel Air, 320 Baltimore Pike, Bel Air, MD 21014. Plaintiff has sought repairs four times outside the warranty. The Vehicle was repaired in: October 2017 and November 2017.

246. Plaintiff Gary Marburger (for the purpose of this paragraph only,

“Plaintiff”), is a citizen of the State of Texas, residing in the City of Austin. On or about June 12, 2016, Plaintiff purchased a 2013 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H72DR291619 (for the purpose of this paragraph only, the “Vehicle”), from CarMax, located at 1300 North I35, Austin, TX 78753. Plaintiff first experienced the Transmission Defect on or about June 27, 2016, at approximately 52,942 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Lack of Power, Delayed Downshifts, Premature Wear of Internal Components, and Transmission Failures in Traffic. Plaintiff sought transmission repairs from the following dealership: CarMax, 1300 North I35, Austin, TX 78753. Plaintiff has sought repairs six times under warranty. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. The Vehicle was never successfully repaired.

247. Plaintiff Gary Ploense (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Illinois, residing in the City of Normal. On or about August 1, 2013, Plaintiff purchased a 2013 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number

3FA6P0H75DR357533 (for the purpose of this paragraph only, the “Vehicle”), from Heller Ford, located at 700 W. Main St., El Paso, IL 61738. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issue. Plaintiff first experienced the Transmission Defect in or around July 2018 at approximately 60,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Complete Transmission Failure Requiring Repair/Replacement.

248. Plaintiff Gavin Anthony Thomas (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of South Dakota, residing in the City of Vermillion. On or about August 15, 2015, Plaintiff purchased a 2012 Ford Fusion SE, with a 6F35 auto transmission, Vehicle Identification Number 3FAHP0JG6CR310397 (for the purpose of this paragraph only, the “Vehicle”), from Brother’s Auto Sales, located at 2100 W 12<sup>th</sup> St., Sioux Falls, SD 57106. Plaintiff first experienced the Transmission Defect in or around March 2017 at

approximately 80,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Delayed Acceleration, Gears Slipping, and Delayed Downshifts.

249. Plaintiff Gayle Eastlick (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Texas, residing in the City of North Richard Hills. On or about September 29, 2012, Plaintiff purchased a 2012 Ford Fusion SE, with a 6F35 auto transmission, Vehicle Identification Number 3FAHP0JG6CR354478 (for the purpose of this paragraph only, the “Vehicle”), from Five Star Ford, located at 6618 Northeast Loop 820, North Richland Hills, TX 86180. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability and Reliability. Plaintiff first experienced the Transmission Defect on or about May 15, 2014, at approximately 9,700 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, and Delayed Downshifts. Plaintiff sought transmission repairs from the following dealership: Five Star Ford, 6618 Northeast Loop 820, North Richland Hills, TX 86180. Plaintiff has sought

repairs two times under warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Transmission Functions Normally, and Problems Could Not Be Replicated. The Vehicle was repaired in: June 2014 and July 2018.

250. Plaintiff Gayle Jackson (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Florida, residing in the City of Mulberry. On or about March 24, 2014, Plaintiff purchased a 2012 Ford Fusion Titanium, with a 6F35 auto transmission, Vehicle Identification Number 3FAHP0HA0CR213410 (for the purpose of this paragraph only, the “Vehicle”), from DriveTime, located at 1825 Memorial Blvd., Lakeland, FL 33815. Plaintiff first experienced the Transmission Defect in or around April 2013 at approximately 90,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), and Delayed Acceleration.

251. Plaintiffs George and Patricia Merriam (for the purpose of this paragraph only, “Plaintiffs”), are citizens of the State of Connecticut, residing in the City of Oxford. On or about August 1, 2012, Plaintiffs purchased a 2012 Ford

Fusion SEL FWD, with a 6F35 auto transmission, Vehicle Identification Number 3FAHP0JA5CR425066 (for the purpose of this paragraph only, the “Vehicle”), from Route 23 Auto Mall, located at 1301 Route 23, Butler, NJ 07405. Plaintiffs first experienced the Transmission Defect on or about July 3, 2017, at approximately 90,000 miles. Plaintiffs have experienced, and continue to experience, the following manifestations of the Transmission Defect: Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, and Gears Slipping. Plaintiffs contacted Ford about the Transmission Defect on or about October 3, 2017. Plaintiffs sought transmission repairs from the following dealership: Stevens Ford Lincoln, 717 Bridgeport Ave, Milford, CT 06460. Plaintiffs have sought repairs four times outside the warranty. Plaintiffs were charged a fee before the Vehicle would be inspected or repaired. Plaintiffs were assured of the following when Plaintiff sought transmission repairs to the Vehicle: Vehicle Will Be Dependable As-Is, Drivability is Acceptable, Problems Could Not Be Replicated, and Drivability Concerns Expressed Were “Normal.” The Vehicle was never successfully repaired.

252. Plaintiff Gerald Lenz (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Georgia, residing in the City of Monticello.

On or about April 7, 2016, Plaintiff purchased a 2012 Ford Fusion, SEL FWD, with a 6F35 auto transmission, Vehicle Identification Number 3FAHP0JA6CR329043 (for the purpose of this paragraph only, the “Vehicle”).

253. Plaintiff Gillian Hagan (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Wisconsin, residing in the City of Pardeeville. On or about July 1, 2016, Plaintiff purchased a 2013 Ford Fusion SE, with a 23/36/28 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0HR4DR238101 (for the purpose of this paragraph only, the “Vehicle”), from Goban Cars, located at 2501 East Springs Dr., Madison, WI 53704. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Internet Marketing, and Consumer Awards/Reviews. Plaintiff first experienced the Transmission Defect on or about September 15, 2016, at approximately 80,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Delayed Acceleration, Delayed Downshifts, Hard Decelerations/Clunks when Slowing or Accelerating, and Transmission Failures in Traffic. Plaintiff sought transmission repairs from the following: Eagan Auto Sales, 7613 County Hwy N,

Sun Prairie, WI 53590. Plaintiff has sought repairs two times outside the warranty. The Vehicle was never successfully repaired.

254. Plaintiff Giuseppe Barbieri (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of New York, residing in the City of Mt. Sinai. On or about July 14, 2013, Plaintiff purchased a 2013 Ford Fusion SE, with a 21/31/25 (FWD) 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0K94DR301545 (for the purpose of this paragraph only, the “Vehicle”), from Ramp Ford, located at 4869 Nesconset Hwy, Port Jefferson, NY 11776. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: TV, Radio or Billboard Ads, Dealership Salesperson, Internet Marketing, Historical Brand Slogans, and Consumer Awards/Reviews. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering),



Delayed Acceleration, Gears Slipping, Difficulty Stopping, Lack of Power, Delayed Downshifts, Hard Decelerations/Clunks When Slowing or Accelerating, Premature Wear of Internal Components, Transmission Failures in Traffic, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff sought transmission repairs from the following dealership: Ramp Ford, 4869 Nesconset Hwy, Port Jefferson Station, NY 11776. Plaintiff has sought repairs five times under warranty. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Vehicle Will Be Dependable As-Is, Drivability is Acceptable, Transmission Functions Normally, Problems Could Not Be Replicated, and Drivability Concerns Expressed Were “Normal.” The Vehicle was repaired on the following dates: July 12, 2016, November 4, 2014, January 16, 2015, November 12, 2016, and January 13, 2017.

255. Plaintiffs Glenna Kretschmar and Samantha Scott (for the purpose of this paragraph only, “Plaintiffs”), are citizens of the State of Ohio, residing in the City of Hamilton. On or about March 14, 2018, Plaintiffs purchased a 2014 Ford Fusion SE, with a 21/31/25 (FWD) 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H93ER175252 (for the purpose of this

paragraph only, the “Vehicle”), from Kerry Ford, located at 155 W. Kemper Rd, Cincinnati, OH 45246. Ford dealership sales personnel made the following claims or representations to Plaintiffs, on which Plaintiffs relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiffs first experienced the Transmission Defect on or about April 1, 2018, at approximately 44,000 miles. Plaintiffs have experienced, and continue to experience, the following manifestations of the Transmission Defect: Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Delayed Downshifts, and Hard Decelerations/Clunks when Slowing or Accelerating. Plaintiffs sought transmission repairs from the following dealership: Northgate Ford, 8940 Colerian Ave, Cincinnati, OH 45251. Plaintiffs have sought repairs two times under warranty and four times outside the warranty. Plaintiffs were charged a fee before the Vehicle would be inspected or repaired. Plaintiffs were assured of the following when Plaintiffs sought transmission repairs to the Vehicle: Transmission Functions Normally, Problems Could Not Be Replicated, and Drivability Concerns Expressed Were “Normal.” The Vehicle was repaired in the following: April 2018, June 2018, December 2018, and March

2019.

256. Plaintiff Greg Horner (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Texas, residing in the City of Cibolo. On or about August 13, 2016, Plaintiff purchased a 2016 Ford Fusion Titanium, with a 21/31/25 (FWD) 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0K98GR198084 (for the purpose of this paragraph only, the “Vehicle”), from Lockhart Motor Company, located at 2330 S Colorado St., Lockhart, TX 78664. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Sales Brochure, TV, Radio or Billboard Ads, and Internet Marketing. Plaintiff first experienced the Transmission Defect in or around May 2017 at approximately 40,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking, Delayed Acceleration, Gears Slipping, Lack of Power, Hard Decelerations/Clunks when Slowing or Accelerating, Transmission Failures in Traffic, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff sought transmission repairs from the following dealership: Bluebonnet Ford, 351 I.H. 35 S, New Braunfels, TX 78130. Plaintiff has sought repairs one

time under warranty and one time outside the warranty. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. The Vehicle was repaired on the following dates: June 2, 2017, and attempted on March 29, 2018.

257. Plaintiff Greg Myers (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of West Virginia, residing in the City of Wheeling. On or about February 24, 2017, Plaintiff purchased a 2014 Ford Fusion SE, with a 23/34/27 6F35 six-speed automatic w/start-stop transmission, Vehicle Identification Number 3FA6P0HD8ER239936 (for the purpose of this paragraph only, the “Vehicle”).

258. Plaintiff Greg Staten (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Missouri, residing in the City of St. Louis. On or about March 1, 2013, Plaintiff purchased a 2013 Ford Fusion SE, with a 43/41/42 Hybrid CVT, Ford HF35 transmission, Vehicle Identification Number 3FA6P0H96DR215113 (for the purpose of this paragraph only, the “Vehicle”), from Suntrup Ford Westport, located at 2020 Kratky Rd, St. Louis, MO 63114. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Sustainability/Long-Lasting, and Reliability. Plaintiff has

experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Gears Slipping, Lack of Power, Delayed Downshifts, Hard Decelerations/Clunks when Slowing or Accelerating, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff contacted Ford about the Transmission Defect in or around January 2014. Plaintiff sought transmission repairs from the following dealerships: Dave Sinclair Ford, 7466 S Lindbergh Blvd, St. Louis, MO 63125. Plaintiff has sought repairs seven times under warranty. The Vehicle was repaired in the following: May 2013, July 2013, January 2014, August 2014, November 2014, March 2015 and September 2015.

259. Plaintiff Gregory Aardal (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of North Carolina, residing in the City of Creedmoor. On or about October 30, 2013, Plaintiff purchased a 2012 Ford Fusion SE, with a T163313 transmission, Vehicle Identification Number 3FAHP0KC8CR153841 (for the purpose of this paragraph only, the “Vehicle”).

260. Plaintiff Harlene McKinney’s claim is scheduled to be dismissed without prejudice.

261. Plaintiff Harriett Walters (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of North Carolina, residing in the City of Fayetteville. On or about January 1, 2016, Plaintiff purchased a 2013 Ford Fusion SE, with a 23/36/28 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0HR7DR237654 (for the purpose of this paragraph only, the “Vehicle”), from K and K Auto Sales, located at 820 Martin Luther King Jr. Dr, Lumberton, NC 28358. Plaintiff first experienced the Transmission Defect in or around June 2016 at approximately 119,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Bucking and Kicking on Acceleration (Shuddering or Jerking), Delayed Acceleration, Gears Slipping, and Lack of Power. Plaintiff sought transmission repairs from the following dealership: Lafayette Ford Lincoln, 5202 Raeford Rd, Fayetteville, NC 28304. Plaintiff has sought repairs five times outside the warranty. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Transmission Functions Normally, and Drivability Concerns Expressed Were “Normal.” The Vehicle was repaired in: July 2017, August 2017, September 2017, November 2018, and

October 2019.

262. Plaintiff Harry Miyamoto (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Illinois, residing in the City of Aurora. On or about December 16, 2015, Plaintiff purchased a 2015 Ford Fusion Titanium, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 1FA6P0G78F5115603 (for the purpose of this paragraph only, the “Vehicle”), from Hennessy’s Riverview Ford, located at 2200 US Hwy 30, Oswego, IL 60543. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability and Free of Transmission Issues. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Gears Slipping, and Premature Wear of Internal Components. Plaintiff sought transmission repairs from the following dealership: Hennessy’s Riverview Ford, 2200 US Hwy 30, Oswego, IL 60543. Plaintiff has sought repairs one time under warranty. The Vehicle was repaired on the following date: November 17, 2017.

263. Plaintiff Heather Hawley (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Missouri, residing in the City of Warsaw. On or about January 15, 2016, Plaintiff purchased a 2013 Ford Fusion SE, with a 23/36/28 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0HR3DR247629 (for the purpose of this paragraph only, the “Vehicle”), from Rob Sight Ford, located at 13901 Washington St., Kansas City, MO 64145. Plaintiff viewed or otherwise received the following advertisement or representation by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Reliability. Plaintiff first experienced the Transmission Defect in or around February 2016. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Lack of Power, Delayed Downshifts, and Hard Decelerations/Clunks when Slowing or Accelerating.

264. Plaintiff Heather Theobald (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of New York, residing in the City of Saratoga



Springs. On or about July 5, 2015, Plaintiff purchased a 2013 Ford Fusion SE, with a 43/41/42 Hybrid CVT, Ford HF35 transmission, Vehicle Identification Number 3FA6P0D93DR187521 (for the purpose of this paragraph only, the “Vehicle”), from Don’s Ford Inc., located at 5712 Horatio Street, Utica, NY 13502. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: TV, Radio or Billboard Ads and Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability. Plaintiff first experienced the Transmission Defect in or around August 2014 at approximately 70,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Lack of Power, Delayed Downshifts, Hard Decelerations/Clunks when Slowing or Accelerating, Premature Wear of Internal Components, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff contacted Ford about the Transmission Defect in or around August 2014. Plaintiff sought transmission repairs from the following dealerships: Carmody

Ford, 1111 NY-29, Greenwich Historic District, NY 12834, and ABC Transmission, 1564 U.S.9, Fort Edward, NY 12828. Plaintiff has sought repairs two times outside the warranty. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. The Vehicle was repaired in: August 2014.

265. Plaintiff Henry Woode (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Arizona, residing in the City of Tucson. On or about December 1, 2018, Plaintiff purchased a 2015 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H73FR163103 (for the purpose of this paragraph only, the “Vehicle”), from Simple Car Store, located at 1701 W Broadway Rd, Mesa, AZ 85202. Plaintiff first experienced the Transmission Defect in or around October 2018 at approximately 145,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff sought transmission repairs from the following dealership: AAMCO Transmissions & Total Care, 7120 E Golfinks Rd, Tucson, AZ 85730. Plaintiff has sought repairs one time outside the warranty. The Vehicle was repaired in the

following date: December 2018.

266. Plaintiff Holley Robertson (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Florida, residing in the City of Labelle. On or about July 2, 2016, Plaintiff purchased a 2012 Ford Fusion S, with a 6F35 auto transmission, Vehicle Identification Number 3FAHP0HGXCR188004 (for the purpose of this paragraph only, the “Vehicle”).

267. Plaintiff Isaac Lopez (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Missouri, residing in the City of Kansas City. On or about December 13, 2012, Plaintiff purchased a 2013 Ford Fusion SE, with a 43/41/42 Hybrid CVT, Ford HF35 transmission, Vehicle Identification Number 3FA6P0D90DR184074 (for the purpose of this paragraph only, the “Vehicle”), from Medved Ford, located at 1404 S Wilcox St., Castle Rock, CO 80104. Plaintiff first experienced the Transmission Defect in or around November 2015 at approximately 49,000 miles. Plaintiff has experienced, and continues to experience, the following manifestation of the Transmission Defect: Bucking and Kicking on Acceleration (Shuddering or Juddering). Plaintiff sought transmission repairs from the following dealership: Medved Ford, 1404 S Wilcox St., Castle Rock, CO 80104. Plaintiff has sought repairs one time. The Vehicle was repaired

on the following date: December 15, 2015.

268. Plaintiff Issac Voyles (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Kentucky, residing in the City of Henderson. On or about May 19, 2017, Plaintiff purchased a 2016 Ford Fusion, SEL FWD, with a 21/31/25 (FWD) 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0K97GR361615 (for the purpose of this paragraph only, the “Vehicle”).

269. Plaintiff Jack Tawil (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of New York, residing in the City of Yonkers. On or about May 1, 2015, Plaintiff purchased a 2014 Ford Fusion SE, with a 23/34/27 6F35 six-speed automatic w/start-stop transmission, Vehicle Identification Number 3FA6P0HD1ER281462 (for the purpose of this paragraph only, the “Vehicle”), from Yonkers Auto Mall, located at 1716 Central Park Ave, Yonkers, NY 10710. Plaintiff has experienced, and continues to experience, the following manifestation of the Transmission Defect: Delayed Acceleration.

270. Plaintiff Jacqueline Wasson (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Oregon, residing in the City of The Dalles. On or about August 29, 2010, Plaintiff purchased a 2010 Ford Fusion SE, with a

6F35 auto transmission, Vehicle Identification Number 3FAHP0JG1AR403728 (for the purpose of this paragraph only, the “Vehicle”), from Ray Schultens Ford Nissan, located at 2400 West 6th Street, The Dalles, OR 97058. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: TV, Radio or Billboard Ads, Internet Marketing and Historical Brand Slogans. Plaintiff first experienced the Transmission Defect on or about March 29, 2018, at approximately 28,374 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Hard Decelerations/Clunks when Slowing or Accelerating, Premature Wear of Internal Components, Complete Transmission Failure Requiring Repair/Replacement, and Leaks. Plaintiff sought transmission repairs from the following dealership: Precision Automotive, 825 East 2<sup>nd</sup> Street, The Dalles, OR 97058. Plaintiff has sought repairs two times outside the warranty. The Vehicle was repaired on the following dates: April 10, 2018, and April 29, 2019, through May 23, 2019.

271. Plaintiff Jacqueline Smith-Harris (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Mississippi, residing in the City of

Jackson. On or about June 1, 2014, Plaintiff purchased a 2012 Ford Fusion SE, with a 6F35 auto transmission, Vehicle Identification Number 3FAHP0HA8CR360042 (for the purpose of this paragraph only, the “Vehicle”), from Bill Watson Ford, located at 6130 I-55 North, Jackson, MS 39211. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect on or about June 24, 2014, at approximately 150 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration, Delayed Acceleration, Difficulty Stopping, Lack of Power, Hard Decelerations/Clunks when Slowing or Accelerating, and Transmission Failures in Traffic. Plaintiff experienced a transmission failure that resulted in a collision. Plaintiff contacted Ford about the Transmission Defect on or about June 29, 2014. Plaintiff sought transmission

repairs from the following: Watson Quality Ford Parts Warehouse. Plaintiff has sought repairs one time. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. The Vehicle was never successfully repaired.

272. Plaintiffs James Accardi and Florence Accardi (for the purpose of this paragraph only, “Plaintiffs”), are citizens of the State of South Carolina, residing in the City of North Charleston. On or about March 1, 2014, Plaintiffs purchased a 2010 Ford Fusion SE, with a 6F35 auto transmission, Vehicle Identification Number 3FAHP0JA4AR163506 (for the purpose of this paragraph only, the “Vehicle”), from Ganley Lincoln of Middleburg Hts, located at 6930 Pearl Rd, Middleburg Hts, OH 44130. Plaintiff first experienced the Transmission Defect in or around April 2014 at approximately 59,000 miles. Plaintiffs have experienced, and continue to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Gears Slipping, Lack of Power, Hard Decelerations/Clunks when Slowing or Accelerating, Premature Wear of Internal Components, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff contacted Ford about the Transmission Defect in or around April 2014. Plaintiff sought transmission repairs from the following dealerships: Winebarger

Motor Company, 850 N Bridge St, Elkin, NC 28621, and a local AAMCO service center. Plaintiff has sought repairs one time under warranty and one time outside the warranty. The Vehicle was repaired in December 2017.

273. Plaintiff James Blakely (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Texas, residing in the City of Rockwall. On or about October 1, 2015, Plaintiff purchased a 2014 Ford Fusion SE, with a 23/34/27 6F35 six-speed automatic w/start-stop transmission, Vehicle Identification Number 1FA6P0HDXE5350166 (for the purpose of this paragraph only, the “Vehicle”), from a private seller. Plaintiff first experienced the Transmission Defect in or around May 2016 at approximately 28,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Lack of Power, and Delayed Downshifts. Plaintiff sought transmission repairs from the following dealership: Rockwall Ford, 990 East I-30, Rockwall, TX 75087. Plaintiff has sought repairs seven times under warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Drivability is Acceptable, Transmission Functions Normally, Problems Could Not Be Replicated, and Drivability Concerns



Expressed Were “Normal”.” The Vehicle was repaired in the following: for several months, multiple times, beginning in May 2016.

274. Plaintiff James Daniel Hayes (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Kentucky, residing in the City of Greenville. On or about October 30, 2017, Plaintiff purchased a 2011 Ford Fusion SE, with a 6F35 auto transmission, Vehicle Identification Number 3FAHP0HA9BR328277 (for the purpose of this paragraph only, the “Vehicle”), from Spark’s Motors, located at 515 Main Street, Greenville, KY 42345. Plaintiff viewed or otherwise received the following advertisement or representation by Ford and relied on them in deciding to purchase the Vehicle: Internet Marketing. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking, Delayed Acceleration, and Lack of Power.

275. Plaintiff James Harrison (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Pennsylvania, residing in the City of Wilkes-Barre. On or about March 20, 2017, Plaintiff purchased a 2016 Ford Fusion, SEL FWD, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H79GR160305 (for the purpose of this paragraph only, the “Vehicle”).

276. Plaintiff James Mariotti (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Ohio, residing in the City of Poland. On or about November 1, 2014, Plaintiff purchased a 2012 Ford Fusion S, with a 6F35 auto transmission, Vehicle Identification Number 3FAHP0HA9CR105139 (for the purpose of this paragraph only, the “Vehicle”), from Salem Chrysler Jeep Dodge, located at 400 Legacy Lane, Salem, OH 44460. Plaintiff first experienced the Transmission Defect on or about June 30, 2015, at approximately 35,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Delayed Acceleration and Gears Slipping. Plaintiff sought transmission repairs from the following dealership: Pines Ford Lincoln, 8655 Pines Blvd, Pembroke Pines, FL 33024. Plaintiff has sought repairs two times under warranty. The Vehicle was repaired on the following dates: March 30, 2015.

277. Plaintiff James Mcspedon (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Florida, residing in the City of West Palm Beach. On or about July 2, 2016, Plaintiff purchased a 2013 Ford Fusion Titanium, with a 43/41/42 Hybrid CVT, Ford HF35 transmission, Vehicle Identification Number 3FA6P0K91DR206781 (for the purpose of this paragraph only, the

“Vehicle”), from Al Packard Ford, located at 10601 Southern Blvd., Royal Palm Beach, FL 33411. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, and Reliability. Plaintiff first experienced the Transmission Defect in 2016 at approximately 51,000. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Bucking and Kicking on Acceleration (Shuddering or Juddering), and Hard Decelerations/Clunks when Slowing or Accelerating. Plaintiff contacted Ford about the Transmission Defect in or around February 2017. Plaintiff sought transmission repairs from the following dealership: Al Packer Ford East, 10601 Southern Blvd., Royal Palm Beach, FL 33411. Plaintiff has sought repairs one time under warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Transmission Functions Normally, Problems Could Not be Replicated, and Drivability Concerns Expressed Were “Normal.” The Vehicle was never successfully repaired.

278. Plaintiff James Mylett (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Massachusetts, residing in the City of

Lexington. On or about May 25, 2010, Plaintiff purchased a 2010 Ford Fusion SE, with a 6F35 auto transmission, Vehicle Identification Number 3FAHP0HAXAR364400 (for the purpose of this paragraph only, the “Vehicle”), from Stoneham Ford, located at 185 Main Street, Stoneham, MA 02176. Plaintiff first experienced the Transmission Defect at approximately 50,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Delayed Downshifts, Hard Decelerations/Clunks when Slowing or Accelerating, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff sought transmission repairs from the following dealership: Watertown Ford, 26 Seyon St, Waltham, MA 02453. Plaintiff has sought repairs four times under warranty and one time outside the warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Drivability is Acceptable, Transmission Functions Normally, Problems Could Not Be Replicated, and Drivability You Expressed Were “Normal”.”

279. Plaintiff James Mylett (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Massachusetts, residing in the City of

Lexington. On or about December 21, 2012, Plaintiff purchased a 2011 Ford Fusion SE, with a 6F35 auto transmission, Vehicle Identification Number 3FAHP0HA1BR146461 (for the purpose of this paragraph only, the “Vehicle”), from Herb Chambers Ford, located at 75 Granite Street, Braintree, MA 02184. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Premature Wear of Internal Components and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff sought transmission repairs from the following dealership: Herb Chambers Ford. Plaintiff has sought repairs one time outside the warranty.

280. Plaintiff James Sidelka (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Ohio, residing in the City of Cleveland. On or about July 8, 2016, Plaintiff purchased a 2016 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 1FA6P0H79G5113455 (for the purpose of this paragraph only, the “Vehicle”), from John Lance Ford, located at 23775 Canter Ridge Rd., Westlake, OH 44145. Plaintiff first experienced the Transmission Defect in 2017 at approximately 75,000 miles. Plaintiff has experienced, and continues to experience, the following manifestation of the Transmission Defect: Transmission Failures in Traffic.

Plaintiff sought transmission repairs from the following dealership: John Lance Ford, 23775 Canter Ridge Rd., Westlake, OH 44145. Plaintiff has sought repairs one time under warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Drivability is Acceptable. The Vehicle was repaired in: 2017.

281. Plaintiff James Snyder (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Pennsylvania, residing in the City of Allentown. On or about November 3, 2015, Plaintiff purchased a 2013 Ford Fusion SE, with a 21/31/25 (FWD) 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0K96DR212298 (for the purpose of this paragraph only, the “Vehicle”).

282. Plaintiff James Watson (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Florida, residing in the City of Panama City. On or about March 12, 2016, Plaintiff purchased a 2013 Ford Fusion SE, Vehicle Identification Number 3FA6P0H90DR127710 (for the purpose of this paragraph only, the “Vehicle”).

283. Plaintiff Jamie Brooks (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Nevada, residing in the City of Henderson.

On or about July 13, 2012, Plaintiff purchased a 2011 Ford Fusion SE, with a 6F35 auto transmission, Vehicle Identification Number 3FAHP0HA4BR329532 (for the purpose of this paragraph only, the “Vehicle”), from Jim Marsh Kia, located at 8555 W Centennial Parkway, Las Vegas, NV 89149. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: TV, Radio or Billboard Ads. Plaintiff first experienced the Transmission Defect in or around September 2012 at approximately 17,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Bucking and Kicking on Acceleration, (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, and Lack of Power. Plaintiff sought transmission repairs from the following dealership: Team Ford Lincoln, 905 Brady Ave, Steubenville, OH 43952. Plaintiff has sought repairs three times. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Transmission Functions Normally and Drivability Concerns Expressed Were “Normal.” The Vehicle was repaired on the following date: February 27, 2015.

284. Plaintiff Jamie Sexton (for the purpose of this paragraph only,

“Plaintiff”), is a citizen of the State of Ohio, residing in the City of Cincinnati. On or about January 15, 2019, Plaintiff purchased a 2013 Ford Fusion SE, Vehicle Identification Number 3FA6P0HR0DR247166 (for the purpose of this paragraph only, the “Vehicle”), from Jeff Wyler Nissan, located at 5815 Dixie Hwy., Fairfield, OH 45014. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Internet Marketing and Consumer Awards/Reviews. Plaintiff first experienced the Transmission Defect in or around March 2018 at approximately 91,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking and Delayed Downshifts. Plaintiff experienced a transmission failure that resulted in a collision. Plaintiff contacted Ford about the Transmission Defect in or around April 2018. Plaintiff sought transmission repairs from the following dealership: Northgate Ford, 8940 Colerain Ave, Cincinnati, OH 45251. Plaintiff has sought repairs one time outside the warranty. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Problems Could Not Be Replicated, and Drivability Concerns Expressed Were “Normal.” The Vehicle



was never successfully repaired.

285. Plaintiff Janae Henry (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Illinois, residing in the City of Hazel Crest. On or about March 24, 2014, Plaintiff purchased a 2014 Ford Fusion SE, with a 23/34/27 6F35 six-speed automatic w/start-stop transmission, Vehicle Identification Number 1FA6P0HD5E5390185 (for the purpose of this paragraph only, the “Vehicle”).

286. Plaintiff Janice Cook (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of North Carolina, residing in the City of Nashville. On or about December 1, 2009, Plaintiff purchased a 2010 Ford Fusion SE, with a 6F35 auto transmission, Vehicle Identification Number 3FAHP0HG2AR354142 (for the purpose of this paragraph only, the “Vehicle”), from Capital Ford, located at 4900 Capital Blvd., Raleigh, NC 27616. Plaintiff viewed or otherwise received the following advertisement or representation by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting,

Reliability, and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect in or around May 2011 at approximately 6,500 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Delayed Acceleration, Gears Slipping, Difficulty Stopping, Lack of Power, Delayed Downshifts, Transmission Failures in Traffic, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff experienced a transmission failure that resulted in a collision. Plaintiff contacted Ford about the Transmission Defect in 2011. Plaintiff sought transmission repairs from the following dealership: Capital Ford, 4900 Capital Blvd., Raleigh, NC 27616. Plaintiff has sought repairs two times. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Vehicle Will Be Dependable As-Is, Drivability is Acceptable, Transmission Functions Normally, Problems Could Not be Replicated, and Drivability Concerns Expressed Were “Normal.” The Vehicle was repaired in or around: June 2011 and October 2011.

287. Plaintiff Jason Lewison (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of South Dakota, residing in the City of Black Hawk. On or about March 1, 2019, Plaintiff purchased a 2014 Ford Fusion SE,

with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 1FA6P0H71E5384605 (for the purpose of this paragraph only, the “Vehicle”), from Wheel City Auto, located at 420 Campbell St., Rapid City, SD 57701. Plaintiff first experienced the Transmission Defect on or about March 13, 2019, at approximately 99,450 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Delayed Acceleration, Difficulty Stopping, Lack of Power, Delayed Downshifts, and Hard Deceleration/Clunks when Slowing or Accelerating. Plaintiff has sought repairs four times under warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Vehicle Will Be Dependable As-Is, Drivability is Acceptable, Transmission Functions Normally, Problems Could Not Be Replicated, and Drivability Concerns Expressed Were “Normal.” The Vehicle was never successfully repaired.

288. Plaintiff Jason Shedenhelm (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of New Hampshire, residing in the City of Gilmanton. On or about April 24, 2019, Plaintiff purchased a 2016 Ford Fusion SE, with a 20/29/23 (AWD) 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0T96GR372734 (for the purpose of this paragraph

only, the “Vehicle”), from Auto Sense, located at 282 N. Broadway, Salem, NH 03079. Plaintiff viewed or otherwise received the following advertisement or representation by Ford and relied on them in deciding to purchase the Vehicle: Internet Marketing. Plaintiff first experienced the Transmission Defect in or around June 2019 at approximately 48,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Delayed Acceleration, Delayed Downshifts, also noting that the vehicle, “when first driven in the morning, would shake for the first couple miles”.”

289. Plaintiff Javier Vasquez (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Florida, residing in the City of Lakeland. On or about January 1, 2016, Plaintiff purchased a 2013 Ford Fusion SE, Vehicle Identification Number 3FA6P0HR5DR348400 (for the purpose of this paragraph only, the “Vehicle”), from Jarret Scott Ford, located at 2000 E. Baker St, Plant City, FL 33563. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Sales Brochure and Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which

Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect in or around December 2017 at approximately 104,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Delayed Downshifts, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff sought transmission repairs from the following dealership: AAMCO Lakeland, 1301 W Memorial Blvd, Lakeland, FL 33815. Plaintiff has sought repairs one time outside the warranty. The Vehicle was repaired in: January 2018.

290. Plaintiff Jazmine Penn (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Virginia, residing in the City of Virginia Beach. On or about February 20, 2017, Plaintiff purchased a 2013 Ford Fusion SE, Vehicle Identification Number 3FA6P0HR7DR135027 (for the purpose of this paragraph only, the “Vehicle”), from Pembroke Auto Sales, located at 4753 Virginia Beach Blvd., Virginia Beach, VA 23462. Plaintiff first experienced the Transmission Defect on or about March 12, 2016, at approximately 30,500 miles.

Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), and Delayed Acceleration. Plaintiff sought transmission repairs from the following dealership: Beach Ford, 2717 Virginia Beach Blvd, Virginia Beach, VA 23452. Plaintiff sought repairs eight times. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Transmission Functions Normally and Drivability Concerns Expressed Were “Normal”.”

291. Plaintiff Jeb Breese (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Arizona, residing in the City of Phoenix. On or about October 1, 2017, Plaintiff purchased a 2015 Ford Fusion Titanium, with a 23/34/27 6F35 six-speed automatic w/start-stop transmission, Vehicle Identification Number 1FA6P0HD3F5131258 (for the purpose of this paragraph only, the “Vehicle”).

292. Plaintiff Jeffrey Tumey (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Indiana, residing in the City of Rockville. On or about February 1, 2017, Plaintiff purchased a 2016 Ford Fusion, SEL FWD,

with a 43/41/42 Hybrid CVT, Ford HF35 transmission, Vehicle Identification Number 3FA6P0K93GR216930 (for the purpose of this paragraph only, the “Vehicle”), from York Chevy Buick GMC, located at 1501 Indianapolis Rd, Greencastle, IN 46135. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Sales Brochure, Internet Marketing and Consumer Awards/Reviews. Plaintiff first experienced the Transmission Defect in or around June 2017. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Lack of Power, Hard Deceleration/Clunks when Slowing or Accelerating, and “Rough Shifting Between 1&2”. Plaintiff sought transmission repairs from the following dealership: Mace Ford, 4501 S US Hwy 41, Terre Haute, IN 47802. Plaintiff has sought repairs two times under warranty. The Vehicle was repaired in: December 2017.

293. Plaintiff Jennifer Cardinale (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of New York, residing in the City of Rensselaer. On or about February 14, 2015, Plaintiff purchased a 2012 Ford Fusion SE, with a 6F35 auto transmission, Vehicle Identification Number

3FAHP0HA5CR102190 (for the purpose of this paragraph only, the “Vehicle”).

294. Plaintiff Jennifer Grady-Clayborn (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Indiana, residing in the City of Indianapolis. On or about January 1, 2012, Plaintiff purchased a 2012 Ford Fusion S, with a 6F35 auto transmission, Vehicle Identification Number 3FAHP0HA9CR165230 (for the purpose of this paragraph only, the “Vehicle”), from a private seller. Plaintiff first experienced the Transmission Defect at approximately 80,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Bucking and Kicking on Acceleration (Shuddering or Jerking), Gears Slipping, and Transmission Failures in Traffic. Plaintiff experienced a transmission failure that resulted in a collision. Plaintiff contacted Ford about the Transmission Defect on or about June 1, 2014. Plaintiff sought transmission repairs from the following dealership: Tom Wood Ford, 3130 E 96th St, Indianapolis, IN 46240. Plaintiff has sought repairs two times outside the warranty. The Vehicle was repaired in: August 2016.

295. Plaintiff Jennifer Martin (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of New York, residing in the City of



Hammondspont. On or about September 28, 2015, Plaintiff purchased a 2014 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H74ER261880 (for the purpose of this paragraph only, the “Vehicle”).

296. Plaintiff Jennifer Sutton (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Tennessee, residing in the City of Lenoir City. On or about November 1, 2018, Plaintiff purchased a 2016 Ford Fusion SE, with a 23/34/27 6F35 six-speed automatic w/start-stop transmission, Vehicle Identification Number 3FA6P0HD5GR391871 (for the purpose of this paragraph only, the “Vehicle”).

297. Plaintiff Jeremiah Jackson (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Kentucky, residing in the City of Louisville. On or about July 20, 2017, Plaintiff purchased a 2013 Ford Fusion S, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0G78DR211371 (for the purpose of this paragraph only, the “Vehicle”).

298. Plaintiffs Jeremy and Kimberly Begley (for the purpose of this paragraph only, “Plaintiffs”), are citizens of the State of Ohio, residing in the City of Cincinnati. On or about March 21, 2015, Plaintiffs purchased a 2015 Ford

Fusion S, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0G72FR256633 (for the purpose of this paragraph only, the “Vehicle”), from Beechmont Ford, located at 600 Ohio Pike, Cincinnati, OH 45244. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiffs, on which Plaintiffs relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, and Reliability. Plaintiffs first experienced the Transmission Defect in or around April 2015 at approximately 1,000 miles. Plaintiffs have experienced, and continue to experience, the following manifestations of the Transmission Defect: Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Lack of Power, and Hard Decelerations/Clunks when Slowing or Accelerating. Plaintiffs have sought repairs two times under warranty. Plaintiffs were not charged a fee before the Vehicle would be inspected or repaired. Plaintiffs were assured of the following when Plaintiffs sought transmission repairs to the Vehicle: Transmission Functions Normally, Transmission Was “Smart” Transmission Learning Their Driving Style, Problems Could Not Be Replicated, and Drivability Concerns Expressed Were

“Normal”.” The Vehicle was never successfully repaired.

299. Plaintiff Jessica Jones’ claim is scheduled to be dismissed without prejudice.

300. Plaintiff Jessica Sailor’s claim is scheduled to be dismissed without prejudice.

301. Plaintiffs Jodi and Ken Musser (for the purpose of this paragraph only, “Plaintiffs”), are citizens of the State of Ohio, residing in the City of Norwalk. On or about August 7, 2014, Plaintiffs purchased a 2014 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H73ER374722 (for the purpose of this paragraph only, the “Vehicle”), from Don Tester Ford, located at 2800 US-250, Norwalk, OH 44857. Plaintiffs first experienced the Transmission Defect in 2016 at approximately 13,000 miles. Plaintiffs have experienced, and continue to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, and Lack of Power. Plaintiffs sought transmission repairs from the following dealership: Don Tester Ford, 2800 US-250, Norwalk, OH 44857. Plaintiffs have sought repairs four times under

warranty. Plaintiffs were not charged a fee before the Vehicle would be inspected or repaired. The Vehicle was repaired in: 2016, 2017 and 2018.

302. Plaintiff Joe Espinosa (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Florida, residing in the City of Sunrise. On or about February 7, 2015, Plaintiff purchased a 2015 Ford Fusion S, with a 43/41/42 Hybrid CVT, Ford HF35 transmission, Vehicle Identification Number 3FA6P0H96FR203126 (for the purpose of this paragraph only, the “Vehicle”), from Sawgrass Ford, located at 14501 W. Sunrise Blvd, Sunrise, FL 33323. Plaintiff first experienced the Transmission Defect on or about May 26, 2016, at approximately 11,638 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking, Difficulty Stopping, and Transmission Failures in Traffic. Plaintiff experienced a transmission failure that resulted in a collision. Plaintiff sought transmission repairs from the following dealership: Sawgrass Ford, 14501 W. Sunrise Blvd, Sunrise, FL 33323. Plaintiff has sought repairs one time under warranty and one time outside the warranty. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Transmission Functions

Normally. The Vehicle was repaired in: May 2016.

303. Plaintiffs Joe and Jessica Tobias (for the purpose of this paragraph only, “Plaintiffs”), are citizens of the State of Pennsylvania, residing in the City of Bushkill. On or about July 12, 2017, Plaintiffs purchased a 2014 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H70ER303168 (for the purpose of this paragraph only, the “Vehicle”), from Levittown Ford, located at 3195 Hempstead Turnpike, Levittown, NY 11756. Plaintiffs viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiffs, on which Plaintiffs relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiffs have experienced, and continue to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Jerking), Gears Slipping, Lack of Power, Delayed Downshifts, Hard Decelerations/Clunks when Slowing or Accelerating, Premature Wear of Internal Components, and Complete Transmission Failure Requiring

Repair/Replacement. Plaintiffs have sought repairs three time under warranty. Plaintiffs were charged a fee before the Vehicle would be inspected or repaired. Plaintiffs were assured of the following when Plaintiffs sought transmission repairs to the Vehicle: Vehicle Will Be Dependable As-Is, Transmission Functions Normally, Problems Could Not Be Replicated, and Drivability Concerns Expressed Were “Normal”.”

304. Plaintiff John Arnett (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Ohio, residing in the City of Vermillion. On or about June 7, 2011, Plaintiff purchased a 2011 Ford Fusion SE, with a 6F35 six-speed automatic transmission, Vehicle Identification Number 3FAHP0HA7BR316970 (for the purpose of this paragraph only, the “Vehicle”), from Matthews Ford, located at 610 E. Perkins Avenue, Sandusky, OH 44870. Plaintiff viewed or otherwise received the following advertisement or representation by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability and Reliability. Plaintiff first experienced the Transmission Defect in 2012 at approximately 38,000 miles. Plaintiff has

experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, and Violent Jerking.

305. Plaintiff John Blake (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Maryland, residing in the City of Baltimore. On or about August 1, 2012, Plaintiff purchased a 2012 Ford Fusion S, with a 6F35 six-speed automatic transmission, Vehicle Identification Number 3FAHP0GA0CR135258 (for the purpose of this paragraph only, the “Vehicle”), from Bob Davidson Ford Lincoln, located at 1845 E. Joppa Road, Baltimore, MD 21234. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, and Reliability. Plaintiff first experienced the Transmission Defect on or about September 1, 2012, at approximately 5,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Lack of Power, and Delayed Downshifts.

306. Plaintiff John Boyd (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Ohio, residing in the City of Lexington. On or about July 24, 2014, Plaintiff purchased a 2013 Ford Fusion, SEL FWD, with a 43/41/42 Hybrid CVT, Ford HF35 transmission, Vehicle Identification Number 3FA6P0D92DR203465 (for the purpose of this paragraph only, the “Vehicle”), from Findlay Chrysler Dodge Jeep Ram, located at 10305 U.S. 244 West, Findlay, OH 45840. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Internet Marketing, Historical Brand Slogans and Consumer Awards/Reviews. Plaintiff first experienced the Transmission Defect in or around September 2017 at approximately 82,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Bucking and Kicking on Acceleration (Shuddering or Juddering), Lack of Power, Hard Decelerations/Clunks when Slowing or Accelerating, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff sought transmission repairs from the following dealership: Hutchenson Transmission Services, 65 Martha Avenue, Mansfield, OH 44905. Plaintiff has sought repairs one time outside the warranty. The Vehicle was repaired on the following date: February 19, 2018.



307. Plaintiff John Campbell (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Nevada, residing in the City of Las Vegas. On or about February 11, 2016, Plaintiff purchased a 2016 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H78GR291158 (for the purpose of this paragraph only, the “Vehicle”), from Team Ford Lincoln, located at 5445 Drexel Road, Las Vegas, NV 89130. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect on or about June 10, 2016, at approximately 5,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Difficulty Stopping, Lack of Power, and Delayed Downshifts.

308. Plaintiff John Goode (for the purpose of this paragraph only,

“Plaintiff”), is a citizen of the State of Virginia, residing in the City of Triangle. On or about October 1, 2016, Plaintiff purchased a 2012 Ford Fusion SE, with a 6F35 six-speed automatic transmission, Vehicle Identification Number 3FAHP0HAXCR141891 (for the purpose of this paragraph only, the “Vehicle”), from Koons Sterling Ford, located at 46869 Harry Byrd Blvd., Sterling, VA 20164. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect on or about September 15, 2016, at approximately 33,500 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Delayed Acceleration, Lack of Power, and Transmission Failures in Traffic. Plaintiff sought transmission repairs from the following dealership: Todd Judy Ford, 1900 Patrick St. Plaza, Charleston, WV 25387. Plaintiff has sought repairs five times outside the warranty. Plaintiff was charged a fee before the Vehicle

would be inspected or repaired. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Vehicle Will Be Dependable As-Is, Drivability is Acceptable, Transmission Functions Normally, Problems Could Not Be Replicated, and Drivability Concerns Expressed Were “Normal.” The Vehicle was never successfully repaired.

309. Plaintiff John Lowe (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Florida, residing in the City of St. Cloud. On or about May 1, 2015, Plaintiff purchased a 2014 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H7XER261950 (for the purpose of this paragraph only, the “Vehicle”), from Greenway Ford, located at 9001 East Colonial Dr., Winter Park, FL 32817. Plaintiff viewed or otherwise received the following advertisement or representation by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect on or about October 20, 2016, at approximately 50,000 miles.

Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Bucking and Kicking on Acceleration (Shuddering or Juddering), Gears Slipping, and Delayed Downshifts. The Vehicle was never successfully repaired.

310. Plaintiff Johnny Hendrix (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Texas, residing in the City of Kaufman. On or about August 1, 2015, Plaintiff purchased a 2016 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0G77GR193093 (for the purpose of this paragraph only, the “Vehicle”), from Brinson Ford, located at 1722 Oxford Drive, Kaufman, TX 75142. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, and Reliability. Plaintiff first experienced the Transmission Defect in or around June 2016 at approximately 80,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Bucking and

Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, and Premature Wear of Internal Components. Plaintiff contacted Ford about the Transmission Defect in or around June 2016.

311. Plaintiff Jon Madison (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Arizona, residing in the City of Phoenix. On or about January 1, 2015, Plaintiff purchased a 2012 Ford Fusion S, with a 6F35 six-speed automatic transmission, Vehicle Identification Number 3FAHP0HG8CR274251 (for the purpose of this paragraph only, the “Vehicle”), from Earnhardt Ford, located at 7300 W. Orchid Lane, Chandler, AZ 85226. Plaintiff viewed or otherwise received the following advertisement or representation by Ford and relied on them in deciding to purchase the Vehicle: Internet Marketing and Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect on or about January 1, 2015, at approximately 88,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and

Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Gears Slipping, Difficulty Stopping, Lack of Power, Delayed Downshifts, Hard Deceleration/Clunks when Slowing or Accelerating, and Transmission Failures in Traffic. Plaintiff sought transmission repairs from the following dealership: Earnhardt Ford, 7300 W. Orchid Lane, Chandler, AZ 85226. Plaintiff has sought repairs three times under warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Drivability is Acceptable, Transmission Functions Normally, Problems Could Not Be Replicated, and Drivability Concerns Expressed Were “Normal”. The Vehicle was never successfully repaired.

312. Plaintiff Jonathan Conn (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Oklahoma, residing in the City of Stillwater. On or about March 9, 2019, Plaintiff purchased a 2014 Ford Fusion Titanium, with a 21/31/25 (FWD) 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0K91ER258638 (for the purpose of this paragraph only, the “Vehicle”).

313. Plaintiff Jordan Musso (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Michigan, residing in the City of Lincoln

Park. On or about October 1, 2014, Plaintiff purchased a 2010 Ford Fusion SE, with a 6F35 six-speed automatic transmission, Vehicle Identification Number 3FAHP0HA7AR319544 (for the purpose of this paragraph only, the “Vehicle”).

314. Plaintiff Jose Angeles (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Texas, residing in the City of Kyle. On or about January 25, 2019, Plaintiff purchased a 2017 Ford Fusion Titanium, with a 21/31/25 (FWD) 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0K94HR120161 (for the purpose of this paragraph only, the “Vehicle”), from South Point Dodge, located at 5210 South IH 35 Frontage Road, Austin, TX 78745. Plaintiff first experienced the Transmission Defect in or around January 2019 at approximately 78,002 miles. Plaintiff has experienced, and continues to experience, the following manifestation of the Transmission Defect: Complete Transmission Failure Requiring Repair/Replacement. Plaintiff sought transmission repairs from the following dealership: South Point Dodge, 5210 South IH 35 Frontage Road, Austin, TX 78745. Plaintiff has sought repairs one time under warranty. The Vehicle was never successfully repaired.

315. Plaintiff Jose Rodriguez (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Missouri, residing in the City of Desoto. On

or about January 1, 2016, Plaintiff purchased a 2016 Ford Fusion, SEL FWD, with a 43/41/42 Hybrid CVT, Ford HF35 transmission, Vehicle Identification Number 3FA6P0K97GR228028 (for the purpose of this paragraph only, the “Vehicle”).

316. Plaintiff Joseph Ebert (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of New York, residing in the City of Buffalo. On or about August 1, 2016, Plaintiff purchased a 2013 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H78DR322386 (for the purpose of this paragraph only, the “Vehicle”), from Bob Boyd Ford, located at 2840 N Columbus Street, Lancaster, OH 43130. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability and Reliability. Plaintiff first experienced the Transmission Defect on or about March 1, 2017, at approximately 18,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Gears Slipping, Difficulty Stopping,



Delayed Downshifts, and Hard Decelerations/Clunks when Slowing or Accelerating. Plaintiff has sought repairs two times under warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Transmission Functions Normally and Problems Could Not Be Replicated. The Vehicle was never successfully repaired.

317. Plaintiff Joseph Milligan (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Louisiana, residing in the City of Extension. On or about October 2, 2015, Plaintiff purchased a 2015 Ford Fusion, SE Hybrid, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H73FR261564 (for the purpose of this paragraph only, the “Vehicle”), from Hixson Ford, located at 2506 S. MacArthur Drive, Alexandria, LA 71301. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Reliability, and Free of Transmission Issues. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Delayed Downshifts and Erratic

Shifting. Plaintiff sought transmission repairs from the following dealership: Hixson Ford, 2506 S. MacArthur Drive, Alexandria, LA 71301. Plaintiff has sought repairs nine times under warranty. The Vehicle was never successfully repaired.

318. Plaintiff Joseph Zappitella (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of South Carolina, residing in the City of Anderson. On or about October 9, 2014, Plaintiff purchased a 2015 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H73FR109560 (for the purpose of this paragraph only, the “Vehicle”), from Anderson Ford, located at 3900 Clemson Blvd., Anderson, SC 29621. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability. Plaintiff first experienced the Transmission Defect in November 2011 at approximately 9,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on

Acceleration (Shuddering or Juddering), Delayed Acceleration, Difficulty Stopping, Transmission Failures in Traffic, and Loss of Power Steering While Driving.

319. Plaintiff Josh Arthur (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Ohio, residing in the City of Miamisburg. On or about March 1, 2016, Plaintiff purchased a 2016 Ford Fusion S, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 1FA6P0G70G5126788 (for the purpose of this paragraph only, the “Vehicle”), from Interstate Ford, located at 125 Alexandersville Road, Miamisburg, OH 45342. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: TV, Radio or Billboards Ads and Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, and Reliability. Plaintiff first experienced the Transmission Defect on or about November 5, 2016, at approximately 70,000 miles. Plaintiff has experienced, and continues to experience, the following manifestation of the Transmission Defect: Transmission Failure Including Gear

Lockout. Plaintiff contacted Ford about the Transmission Defect on or about November 8, 2016. Plaintiff sought transmission repairs from the following dealership: Interstate Ford, 125 Alexandersville Road, Miamisburg, OH 45342. Plaintiff has sought repairs two times outside the warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Vehicle Will be Dependable As-Is, Drivability is Acceptable, Transmission Functions Normally, and Problems Could Not Be Replicated. The Vehicle was repaired in the following: November 2018 and September 2019.

320. Plaintiff Josh Gulke (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Wisconsin, residing in the City of Beaver Dam. On or about November 19, 2014, Plaintiff purchased a 2014 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H70ER160013 (for the purpose of this paragraph only, the “Vehicle”), from Beaver Dam Ford, located at 100 Summit Drive, Beaver Dam, WI 53916. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: TV, Radio or Billboard Ads, Dealership Salesperson and Consumer Awards/Reviews. Ford dealership sales personnel made the following claims or

representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, and Reliability. Plaintiff first experienced the Transmission Defect in or around October 2018 at approximately 85,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Lack of Power, and Delayed Downshifts. Plaintiff has sought repairs one time under warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Drivability is Acceptable, Transmission Functions Normally, and Drivability Concerns Expressed Were “Normal.” The Vehicle was never successfully repaired.

321. Plaintiff Juan Veliz (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Texas, residing in the City of Mission. On or about May 1, 2015, Plaintiff purchased a 2016 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0G79GR351921 (for the purpose of this paragraph only, the “Vehicle”).

322. Plaintiff Judith Young (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Arkansas, residing in the City of Conway.

On or about July 1, 2010, Plaintiff purchased a 2010 Ford Fusion SE, with a 6F35 six-speed automatic transmission, Vehicle Identification Number 3FAHP0HA7AR336327 (for the purpose of this paragraph only, the “Vehicle”).

323. Plaintiffs Justin and Crystal Brown (for the purpose of this paragraph only, “Plaintiffs”), are citizens of the State of Nebraska, residing in the City of Tecumseh. On or about September 1, 2016, Plaintiffs purchased a 2016 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H71GR206810 (for the purpose of this paragraph only, the “Vehicle”), from Future Ford of Madison Avenue, located at 4625 Madison Avenue, Sacramento, CA 95841. Plaintiffs viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiffs, on which Plaintiffs relied in deciding to purchase the Vehicle: Vehicle Dependability, Sustainability/Long-Lasting and Free of Transmission Issues. Plaintiffs first experienced the Transmission Defect in or around September 2016 at approximately 20,000 miles. Plaintiffs have experienced, and continue to experience, the following manifestations of the Transmission Defect: Bucking and

Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Lack of Power, and Premature Wear of Internal Components. Plaintiffs sought transmission repairs from the following dealership: Future Ford of Madison Avenue, 4625 Madison Avenue, Sacramento, CA 95841. Plaintiffs sought repairs two times under warranty. Plaintiffs were not charged a fee before the Vehicle would be inspected or repaired. Plaintiffs were assured of the following when Plaintiff sought transmission repairs to the Vehicle: Transmission Functions Normally and Drivability Concerns Expressed Were “Normal.” The Vehicle was repaired in: 2016.

324. Plaintiff Justin Gethers (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Washington, residing in the City of Seattle. On or about December 21, 2016, Plaintiff purchased a 2013 Ford Fusion SE, with a 23/36/28 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0HR5DR157558 (for the purpose of this paragraph only, the “Vehicle”), from Bill Pierre Ford Commercial Sales, located at 11501 Lake City Way NE, Seattle, WA 98125. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel

made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect on or about March 12, 2017, at approximately 50,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Lack of Power, and Delayed Downshifts.

325. Plaintiff Justine Nunely (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of North Carolina, residing in the City of Garner. On or about April 15, 2016, Plaintiff purchased a 2016 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0G73GR374871 (for the purpose of this paragraph only, the “Vehicle”), from Capital Ford, located at 4900 Capital Boulevard, Raleigh, NC 27616. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the



Vehicle: Vehicle Dependability, Drivability, and Reliability. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Lack of Power, Delayed Downshift, and Hard Decelerations/Clunks when Slowing or Accelerating. Plaintiff has sought repairs three times under warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Vehicle Will Be Dependable As-Is, Drivability is Acceptable, Transmission Functions Normally, Problems Could Not Be Replicated, and Drivability Concerns Expressed Were “Normal.” The Vehicle was never successfully repaired.

326. Plaintiff Karyn Waladkewics (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of New Jersey, residing in the City of Clarksburg. On or about September 21, 2016, Plaintiff purchased a 2014 Ford Fusion S, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 1FA6P0G75E5384091 (for the purpose of this paragraph only, the “Vehicle”), from a private seller. Plaintiff first experienced the Transmission Defect on or about June 30, 2016, at approximately 40,000 miles.

Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Bucking and Kicking on Acceleration (Shuddering or Juddering), and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff sought transmission repairs from the following dealership: The Detail Center, 60 Throckmorton Street, Freehold, NJ 07728. Plaintiff has sought repairs one time outside the warranty. The Vehicle was repaired in: June 2016.

327. Plaintiff Kasandra Amboree (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Kentucky, residing in the City of Louisville. On or about December 18, 2015, Plaintiff purchased a 2015 Ford Fusion S, with a 43/41/42 Hybrid CVT, Ford HF35 transmission, Vehicle Identification Number 3FA6P0H9XFR269565 (for the purpose of this paragraph only, the “Vehicle”), from Circus Auto Sales, located at 4639 Dixie HWY, Louisville, KY 40216. Plaintiff first experienced the Transmission Defect on or about October 24<sup>th</sup>, 2016, at approximately 42,464 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Bucking and Kicking on Acceleration (Shuddering or Juddering), and Complete Transmission Failure Requiring Repair/Replacement.

Plaintiff contacted Ford about the Transmission Defect on or about October 25, 2016. Plaintiff sought transmission repairs from the following dealership: James Collins Ford Downtown Louisville, 809 S. 5<sup>th</sup> Street, Louisville, KY 40203. Plaintiff has sought repairs one time under warranty and one time outside the warranty. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. The Vehicle was repaired in the following: March 2018 and October 2018.

328. Plaintiffs Katherine Crab and Chauncey Dupuy (for the purpose of this paragraph only, “Plaintiffs”), are citizens of the State of Louisiana, residing in the City of Moreauville. On or about February 22, 2017, Plaintiffs purchased a 2015 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 1FA6P0H70F5126030 (for the purpose of this paragraph only, the “Vehicle”).

329. Plaintiff Kathy Johnson (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Kentucky, residing in the City of Calhoun. On or about November 1, 2012, Plaintiff purchased a 2010 Ford Fusion SE, with a 6F35 six-speed automatic transmission, Vehicle Identification Number 3FAHP0HA8AR262822 (for the purpose of this paragraph only, the “Vehicle”),

from BF Evan's Ford, located at 270 HWY 431, Livermore, KY 42352. Plaintiff first experienced the Transmission Defect in or around October 2017 at approximately 125,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Delayed Acceleration, Gears Slipping, Lack of Power, Delayed Downshifts, and Hard Decelerations/Clunks when Slowing or Accelerating. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. The Vehicle was never successfully repaired.

330. Plaintiff Kelli Gilyard (for the purpose of this paragraph only, "Plaintiff"), is a citizen of the State of Missouri, residing in the City of Ferguson. On or about April 15, 2011, Plaintiff purchased a 2011 Ford Fusion SE, with a 6F35 six-speed automatic transmission, Vehicle Identification Number 3FAHP0HA7BR152698 (for the purpose of this paragraph only, the "Vehicle"), from Paul Cereme Ford, located at 11400 New Halls Ferry Road, Florissant, MO 63033. Plaintiff first experienced the Transmission Defect on or about December 31, 2018, at approximately 98,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed

Acceleration, Gears Slipping, Lack of Power, Hard Decelerations/Clunks when Slowing or Accelerating, and Complete Transmission Failure Requiring Repair/Replacement.

331. Plaintiff Kelvin Sullivan (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Michigan, residing in the City of Detroit. On or about July 1, 2014, Plaintiff purchased a 2013 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H77DR190916 (for the purpose of this paragraph only, the “Vehicle”).

332. Plaintiff Ken Borup (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Utah, residing in the City of Tremonton. On or about October 1, 2014, Plaintiff purchased a 2013 Ford Fusion SE, with a 23/36/28 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0HR0DR313148 (for the purpose of this paragraph only, the “Vehicle”), from Low Book Sales, located at 3371 State Street, Salt Lake City, UT 84115. Plaintiff first experienced the Transmission Defect on or about April 1<sup>st</sup>, 2016, at approximately 40,000 miles. Plaintiff has experienced, and continues to experience, the following manifestation of the Transmission Defect: Gears Slipping. Plaintiff sought transmission repairs from the following dealership:

Heritage Motor Company, 101 N. 300 East, Tremont, UT 84337. Plaintiff has sought repairs one time under warranty. The Vehicle was repaired on the following date: April 12, 2016.

333. Plaintiff Kenisha Jeffers (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Arkansas, residing in the City of Brinkley. On or about October 10, 2015, Plaintiff purchased a 2013 Ford Fusion S, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0G71DR110656 (for the purpose of this paragraph only, the “Vehicle”), from Bale Chevrolet, located at 13101 Chenal Pkwy., Little Rock, AR 72211. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to lease the Vehicle: Internet Marketing. Plaintiff first experienced the Transmission Defect on or about January 2016. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking, Delayed Acceleration, Gears Slipping, Delayed Downshifts, and Hard Decelerations/Clunks when Slowing or Accelerating.

334. Plaintiff Kevin Falzone (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Illinois, residing in the City of West

Chicago. On or about September 5, 2015, Plaintiff purchased a 2014 Ford Fusion Titanium, with a 21/31/25 (FWD) 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0K92ER318054 (for the purpose of this paragraph only, the “Vehicle”), from Jerry Haggerty Chevrolet, located at 300 Roosevelt Road, Glen Elyn, IL 60137. Plaintiff first experienced the Transmission Defect on or about June 10, 2019, at approximately 93,000 miles. Plaintiff has experienced, and continues to experience, the following manifestation of the Transmission Defect: Complete Transmission Failure Requiring Repair/Replacement. Plaintiff sought transmission repairs from the following dealership: Quick Lane, 330 W. Roosevelt Road, West Chicago, IL 60185. Plaintiff has sought repairs one time outside the warranty. The Vehicle was repaired on the following date: September 17, 2019.

335. Plaintiff Khalid Sabbah (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Missouri, residing in the City of St. Louis. On or about June 22, 2015, Plaintiff purchased a 2014 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 1FA6P0H78E5399490 (for the purpose of this paragraph only, the “Vehicle”).

336. Plaintiff Kiara King (for the purpose of this paragraph only,

“Plaintiff”), is a citizen of the State of Tennessee, residing in the City of Smyrna. On or about September 30, 2016, Plaintiff purchased a 2010 Ford Fusion SE, with a 6F35 six-speed automatic transmission, Vehicle Identification Number 3FAHP0JA6AR231322 (for the purpose of this paragraph only, the “Vehicle”).

337. Plaintiff Kim Colbert (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Arkansas, residing in the City of Jacksonville. On or about October 3, 2018, Plaintiff purchased a 2013 Ford Fusion SE, Vehicle Identification Number 3FA6P0H92DR134478 (for the purpose of this paragraph only, the “Vehicle”), from Gwantney GMC, located at 5700 Landers Road, Jacksonville, AR 72117. Plaintiff first experienced the Transmission Defect on or about May 21, 2019. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking and Gears Slipping. Plaintiff sought transmission repairs from the following dealership: Quality Transmission, 1800 General Samuel Road, Jacksonville, AR 72076. Plaintiff has sought repairs one time under warranty and two times outside the warranty. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Problems Could Not Be Replicated. The Vehicle was never



successfully repaired.

338. Plaintiff Kimberly Marshall (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Georgia, residing in the City of Dahlonega. On or about March 8, 2011, Plaintiff purchased a 2010 Ford Fusion, SEL FWD, with a 6F35 six-speed automatic transmission, Vehicle Identification Number 3FAHP0JG6AR306394 (for the purpose of this paragraph only, the “Vehicle”).

339. Plaintiff Kimberly Nicholson (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Arkansas, residing in the City of Conway. On or about September 6, 2016, Plaintiff purchased a 2016 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H72GR323876 (for the purpose of this paragraph only, the “Vehicle”), from Smith Ford, located at 908 E. Oak Street, Conway, AR 72032. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability and Free of Transmission Issues. Plaintiff has experienced, and continues to experience, the following manifestations of the

Transmission Defect: Violent Jerking and Bucking and Kicking on Acceleration (Shuddering or Juddering). Plaintiff sought transmission repairs from the following dealership: Smith Ford, 908 E. Oak Street, Conway, AR 72032. Plaintiff has sought repairs two times under warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Problems Could Not Be Replicated. The Vehicle was never successfully repaired.

340. Plaintiff Kristina Chilton (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Oklahoma, residing in the City of Blanchard. On or about February 15, 2019, Plaintiff purchased a 2015 Ford Fusion SE, with a 21/31/25 (FWD) 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H92FR293228 (for the purpose of this paragraph only, the “Vehicle”), from OKC Volkswagen, located at 4710 NW 39<sup>th</sup> Street, Oklahoma City, OK 73122. Plaintiff first experienced the Transmission Defect in or around February 2019 at approximately 70,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering, Delayed Acceleration, Gears Slipping, Difficulty Stopping, Lack of Power, Delayed Downshifts, Hard

Deceleration/Clunks when Slowing or Accelerating, Premature Wear of Internal Components, Transmission Failures in Traffic, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff contacted Ford about the Transmission Defect in or around June 2019. Plaintiff sought transmission repairs from the following dealership: AAMCO Transmission, 2311 S. Air Depot, Midwest City, OK 73110. Plaintiff has sought repairs one time under warranty and two times outside the warranty. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Vehicle Will Be Dependable As-Is, Drivability is Acceptable, Transmission Functions Normally, Problems Could Not Be Replicated, and Drivability Concerns Expressed Were “Normal.” The Vehicle was repaired on the following dates: June 2019, August 2, 2019, and September 4, 2019.

341. Plaintiff Lagilda McCarthy (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Texas, residing in the City of Houston. On or about January 24, 2015, Plaintiff purchased a 2012 Ford Fusion S, with a 6F35 six-speed automatic transmission, Vehicle Identification Number 3FAHP0HA7CR207460 (for the purpose of this paragraph only, the “Vehicle”),

from Rhodes Auto Sales, located at 8335 North Fwy., Houston, TX 77037. Plaintiff first experienced the Transmission Defect on or about May 31, 2017. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Gears Slipping, Difficulty Stopping, Lack of Power, Transmission Failures in Traffic, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff experienced a transmission failure that resulted in a collision. Plaintiff contacted Ford about the Transmission Defect on or about July 17, 2017. Plaintiff sought transmission repairs from the following dealership: Helfman Ford, 12220 Southwest Fwy., Stafford, TX 77477. Plaintiff has sought repairs one time under warranty and one time outside the warranty. The Vehicle was never successfully repaired.

342. Plaintiff Lance Dean (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Utah, residing in the City of Vernal. On or about February 1, 2015, Plaintiff purchased a 2013 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H78DR365285 (for the purpose of this paragraph only, the “Vehicle”), from Top Gear Auto, located at 560 W. State Street, Pleasant Grove, UT 84062. Plaintiff has experienced, and continues to experience, the following

manifestations of the Transmission Defect: Bucking and Kicking on Acceleration (Shuddering or Juddering), and Delayed Acceleration.

343. Plaintiff Latanya Jones (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Mississippi, residing in the City of Byhalia. On or about October 29, 2016, Plaintiff purchased a 2014 Ford Fusion SE, with a 23/34/27 6F35 six-speed automatic w/start-stop transmission, Vehicle Identification Number 3FA6P0HDXER312594 (for the purpose of this paragraph only, the “Vehicle”), from Homer Skelton Ford, located at 6950 Hanna Cove, Olive Branch, MS 38654. Plaintiff first experienced the Transmission Defect at approximately 65,346 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking, and Bucking and Kicking on Acceleration (Shuddering or Juddering).

344. Plaintiff Latisha Abele (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Kansas, residing in the City of Goddard. On or about November 1, 2011, Plaintiff purchased a 2012 Ford Fusion Titanium, with a 6F35 six-speed automatic transmission, Vehicle Identification Number 3FAHP0HA2CR205535 (for the purpose of this paragraph only, the “Vehicle”), from Mel Hambelton Ford, located at 11771 W. Kellogg Avenue, Wichita, KS

67209. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect in or around September 2017 at approximately 86,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Lack of Power, Delayed Downshift, Hard Deceleration/Clunks when Slowing or Accelerating, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff contacted Ford about the Transmission Defect in or around September 2017. Plaintiff sought transmission repairs from the following dealership: AAMCO Transmission & Total Car Care, 703 N. West Street, Wichita, KS 67203. Plaintiff has sought repairs one time outside the warranty. The Vehicle was repaired in: December 2017.

345. Plaintiff Latisha Clark (for the purpose of this paragraph only,

“Plaintiff”), is a citizen of the State of Delaware, residing in the City of Smyrna. On or about February 1, 2016, Plaintiff purchased a 2014 Ford Fusion SE, with a 23/34/27 6F35 six-speed automatic w/start-stop transmission, Vehicle Identification Number 3FA6P0HD0ER210382 (for the purpose of this paragraph only, the “Vehicle”).

346. Plaintiff Laura Williams (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Louisiana, residing in the City of Baker. On or about January 31, 2014, Plaintiff purchased a 2014 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H70ER126234 (for the purpose of this paragraph only, the “Vehicle”).

347. Plaintiffs Leroy Bruce and Rebecca Bruce (for the purpose of this paragraph only, “Plaintiffs”), are citizens of the State of South Carolina, residing in the City of Darlington. On or about November 30, 2016, Plaintiffs purchased a 2015 Ford Fusion SE, with a 23/34/27 6F35 six-speed automatic w/start-stop transmission, Vehicle Identification Number 3FA6P0HD4FR177095 (for the purpose of this paragraph only, the “Vehicle”), from Manahawkin Chrysler Dodge Jeep Ram, located at 500 New Jersey 72 West, Manahawkin, NJ 08050. Plaintiffs have experienced, and continue to experience, the following manifestations of the

Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Difficulty Stopping, Lack of Power, Delayed Downshifts, Hard Decelerations/Clunks when Slowing or Accelerating, Premature Wear of Internal Components, and Transmission Failures in Traffic. Plaintiff contacted Ford about the Transmission Defect in 2017.

348. Plaintiff Linda Connelly (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Pennsylvania, residing in the City of Ruffs Dale. On or about January 1, 2011, Plaintiff purchased a 2010 Ford Fusion S, with a 6F35 six-speed automatic transmission, Vehicle Identification Number 3FAHP0HA5AR275575 (for the purpose of this paragraph only, the “Vehicle”), from Sendell Motors, Inc., located at 5079 US-30, Greensburg, PA 15601. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: TV, Radio or Billboard Ads. Plaintiff first experienced the Transmission Defect in 2011 at approximately 60,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Lack of Power, Delayed Downshifts, Transmission Failures in Traffic, and No



Acceleration and Sputtering. Plaintiff contacted Ford about the Transmission Defect in 2011. Plaintiff sought transmission repairs from the following dealership: Sendell Motors, Inc, 5079 US-30, Greensburg, PA 15601. Plaintiff has sought repairs two times outside the warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Problems Could Not Be Replicated. The Vehicle was repaired in: 2013.

349. Plaintiffs Linda and Benjamin Raynor (for the purpose of this paragraph only, “Plaintiffs”), are citizens of the State of Illinois, residing in the City of Orlando Park. On or about April 1, 2013, Plaintiffs purchased a 2011 Ford Fusion, SEL FWD, with a 6F35 six-speed automatic transmission, Vehicle Identification Number 3FAHP0JGXBR200550 (for the purpose of this paragraph only, the “Vehicle”), from CarMax Tinley Park, located at 18800 Oak Park Avenue, Tinley Park, IL 60477. Plaintiffs first experienced the Transmission Defect on or about June 1, 2015, at approximately 45,000 miles. Plaintiffs have experienced, and continue to experience, the following manifestation of the Transmission Defect: Delayed Acceleration. Plaintiffs sought transmission repairs from the following dealership: CarMax Tinley Park, 18800 Oak Park Avenue, Tinley Park, IL 60477. Plaintiffs sought repairs three times under

warranty and one time outside the warranty. Plaintiffs were charged a fee before the Vehicle would be inspected or repaired. Plaintiffs were assured of the following when Plaintiffs sought transmission repairs to the Vehicle: Transmission Functions Normally and Problems Could Not Be Replicated. The Vehicle was repaired in the following: June 2015, July 2017, June 2018 and August 2019.

350. Plaintiff Lisa Baldwin (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of North Carolina, residing in the City of Chandler. On or about April 1, 2014, Plaintiff purchased a 2014 Ford Fusion SE, with a 21/31/25 (FWD) 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H98ER281955 (for the purpose of this paragraph only, the “Vehicle”), from Ashville Ford Lincoln, located at 611 Brevard Road, Ashville, NC 28806. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect in or around August 2014 at

approximately 1,500 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, and Bucking and Kicking on Acceleration (Shuddering or Juddering). Plaintiff contacted Ford about the Transmission Defect in or around August 2018. Plaintiff sought transmission repairs from the following dealership: Auto Body Repair of America, 611 Brevard Road, Asheville, NC 28806. Plaintiff has sought repairs three times under warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Drivability is Acceptable, and Transmission Functions Normally. The Vehicle was repaired multiple times in: 2015.

351. Plaintiff Lisa Lightfoot (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Missouri, residing in the City of Kansas City. On or about December 10, 2015, Plaintiff purchased a 2013 Ford Fusion SE, with a 23/36/28 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0HRXDR378993 (for the purpose of this paragraph only, the “Vehicle”), from Zack Ford, located at 5824 N. Ava Avenue, Kansas City, MO 64151. Plaintiff first experienced the Transmission Defect in or around October 2017 at approximately 150,000 miles. Plaintiff has experienced, and continues to

experience, the following manifestations of the Transmission Defect: Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Lack of Power, and Delayed Downshifts. Plaintiff has sought repairs one time under warranty and one time outside the warranty. The Vehicle was never successfully repaired.

352. Plaintiff Lorraine Hodge (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of New York, residing in the City of Bath. On or about January 29, 2013, Plaintiff purchased a 2013 Ford Fusion SE, with a 43/41/42 Hybrid CVT, Ford HF35 transmission, Vehicle Identification Number 3FA6P0D99DR206136 (for the purpose of this paragraph only, the “Vehicle”), from Simon-Rockwell, located at 7327 NY-54, Bath, NY 14810. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson and Consumer Awards/Reviews. Plaintiff first experienced the Transmission Defect in or around December 2013 at approximately 25,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking and Delayed Downshifts. Plaintiff has sought repairs three times under warranty. Plaintiff was assured of the following

when Plaintiff sought transmission repairs to the Vehicle: Transmission Functions Normally, Problems Could Not Be Replicated, and Drivability Concerns Expressed Were “Normal”. The Vehicle was never successfully repaired.

353. Plaintiff Louis King (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Georgia, residing in the City of Norcross. On or about September 1, 2015, Plaintiff purchased a 2012 Ford Fusion S, with a 6F35 six-speed automatic transmission, Vehicle Identification Number 3FAHP0HA8CR296780 (for the purpose of this paragraph only, the “Vehicle”), from Gwinnett Place Ford, located at 3230 Satellite Blvd, Duluth, GA 30096. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect on or about April 16, 2016, at approximately 90,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking,

Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Lack of Power, and Transmission Failures. Plaintiff contacted Ford about the Transmission Defect on or about June 15, 2016.

354. Plaintiff Machel Hall's claim is scheduled to be dismissed without prejudice.

355. Plaintiff Macie Snyder (for the purpose of this paragraph only, "Plaintiff"), is a citizen of the State of Indiana, residing in the City of Terre Haute. On or about August 1, 2016, Plaintiff purchased a 2012 Ford Fusion SE, with a 6F35 six-speed automatic transmission, Vehicle Identification Number 3FAHP0JG7CR350102 (for the purpose of this paragraph only, the "Vehicle"), from a private seller. Plaintiff first experienced the Transmission Defect on or about June 1, 2017, at approximately 95,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Bucking and Kicking on Acceleration (Shuddering or Juddering), and Delayed Acceleration.

356. Plaintiff Mandy Romero (for the purpose of this paragraph only, "Plaintiff"), is a citizen of the State of Illinois, residing in the City of Hoffman Estates. On or about August 8, 2016, Plaintiff purchased a 2013 Ford Fusion SE,

with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H75DR309434 (for the purpose of this paragraph only, the “Vehicle”), from Castle Chevrolet, located at 400 E. Roosevelt Road, Villa Park, IL 60181. Plaintiff first experienced the Transmission Defect on or about March 17, 2017, at approximately 67,365 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking and Gears Slipping. Plaintiff sought transmission repairs from the following dealership: Arlington Heights Ford, 801 W. Dundee Road, Arlington Heights, IL 60004. Plaintiff has sought repairs one time under warranty. The Vehicle was never successfully repaired.

357. Plaintiff Marcellius Smith (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Missouri, residing in the City of Kansas City. On or about July 2, 2017, Plaintiff purchased a 2016 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H75GR303055 (for the purpose of this paragraph only, the “Vehicle”).

358. Plaintiff Maria Nunez (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Texas, residing in the City of Lusk. On or about June 1, 2013, Plaintiff purchased a 2011 Ford Fusion SE, with a 6F35

six-speed automatic transmission, Vehicle Identification Number 3FAHP0HA2BR166878 (for the purpose of this paragraph only, the “Vehicle”), from Salty’s Auto Sales, located at 306 N. Timberland Drive, Lufkin, TX 75901. Plaintiff first experienced the Transmission Defect in 2015. Plaintiff has experienced, and continues to experience, the following manifestation of the Transmission Defect: Delayed Acceleration.

359. Plaintiff Marion Hand (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Florida, residing in the City of Homosassa. On or about February 26, 2016, Plaintiff purchased a 2013 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H7XDR138485 (for the purpose of this paragraph only, the “Vehicle”).

360. Plaintiff Mark Kehoe (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Pennsylvania, residing in the City of Collingdale. On or about December 13, 2013, Plaintiff purchased a 2014 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H78ER230437 (for the purpose of this paragraph only, the “Vehicle”), from a private seller. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Gears



Slipping, Lack of Power, and Delayed Downshift.

361. Plaintiff Mark Phillips (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Florida, residing in the City of St. Petersburg. On or about August 23, 2014, Plaintiff purchased a 2015 Ford Fusion SE, with a 43/41/42 Hybrid CVT, Ford HF35 transmission, Vehicle Identification Number 3FA6P0K94FR102059 (for the purpose of this paragraph only, the “Vehicle”), from AutoNation Ford, located at 2525 34<sup>th</sup> Street N., St. Petersburg, FL 33713. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to lease the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect on or about October 21, 2014, at approximately 2,800 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, and Gears Slipping.

362. Plaintiff Marshal Williams (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Kentucky, residing in the City of Scottsville. On or about August 1, 2015, Plaintiff purchased a 2013 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H72DR106579 (for the purpose of this paragraph only, the “Vehicle”), from Gillie Hyde Auto Group, located at 610A Happy Valley Rd, Glasgow, KY 42141. Plaintiff first experienced the Transmission Defect on or about March 1, 2017, at approximately 60,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Hard Decelerations/Clunks when Slowing or Accelerating. Plaintiff sought transmission repairs from the following dealership: Curran Automotive, 563 Lovers Ln, Bowling Green, KY 42103. Plaintiff has sought repairs three times outside the warranty. The Vehicle was repaired on the following dates: August 1, 2018, June 20, 2019, and July 8, 2019.

363. Plaintiff Marvin Edwards (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Florida, residing in the City of Bradenton. On or about December 22, 2018, Plaintiff purchased a 2015 Ford Fusion S, with a

21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0G7XFR288763 (for the purpose of this paragraph only, the “Vehicle”), from AutoNation Ford Bradenton, located at 5325 14<sup>th</sup> Street W., Bradenton, FL 34207. Plaintiff first experienced the Transmission Defect on or about March 20, 2019, at approximately 36,000 miles. Plaintiff has experienced, and continues to experience, the following manifestation of the Transmission Defect: Hard Shifting. Plaintiff contacted Ford about the Transmission Defect on or about March 20, 2019. Plaintiff has sought repair one time under warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Drivability Concerns Expressed Were “Normal. The Vehicle was never successfully repaired.

364. Plaintiff Mary Clements (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of South Carolina, residing in the City of Union. On or about June 18, 2016, Plaintiff purchased a 2014 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H70ER307236 (for the purpose of this paragraph only, the “Vehicle”), from Blackwood’s Auto Sales, located at 1013 Duncan Bypass, Union, SC 29379. Plaintiff first experienced the Transmission Defect in 2018 at approximately 13,400 miles. Plaintiff has experienced, and continues to

experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Gears Slipping, Lack of Power, Premature Wear of Internal Components, Transmission Failures in Traffic, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff contacted Ford about the Transmission Defect in 2018. Plaintiff has sought repairs one time outside the warranty. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Problem Could Not Be Replicated. The Vehicle was never successfully repaired.

365. Plaintiff Matthew DeLuca (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Ohio, residing in the City of Seven Hills. On or about September 8, 2015, Plaintiff purchased a 2016 Ford Fusion, SEL FWD, with a 43/41/42 Hybrid CVT, Ford HF35 transmission, Vehicle Identification Number 3FA6P0H91GR155665 (for the purpose of this paragraph only, the “Vehicle”), from Bob Gillingham Ford, located at 8383 Brookpark Road, Parma, OH 44129. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle:

Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), and Delayed Acceleration. Plaintiff has sought repairs one time under warranty. The Vehicle was repaired in the following: November 2017.

366. Plaintiff Matthew Merola (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Florida, residing in the City of Orlando. On or about December 15, 2015, Plaintiff purchased a 2016 Ford Fusion SE, with a 43/41/42 Hybrid CVT, Ford HF35 transmission, Vehicle Identification Number 3FA6P0D97GR263827 (for the purpose of this paragraph only, the “Vehicle”), from Sunrise Ford, located at 5435 US-1, Fort Pierce, FL 34982. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Sales Brochure, TV, Radio and Billboard Ads, Dealership Salesperson, Internet Marketing, Historical Brand Slogans, and Consumer Awards/Reviews. Ford dealership sales personnel made

the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Lack of Power, and Hard Decelerations/Clunks when Slowing or Accelerating. Plaintiff has sought repairs five times under warranty. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Vehicle Will Be Dependable As-Is, Drivability is Acceptable, Transmission Functions Normally, Problems Could Not Be Replicated, and Drivability Concerns Expressed Were “Normal”. The Vehicle was never successfully repaired.

367. Plaintiff Matthew Pierce (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Texas, residing in the City of Magnolia. On or about January 1<sup>st</sup>, 2016, Plaintiff purchased a 2013 Ford Fusion Titanium, with a 43/41/42 Hybrid CVT, Ford HF35 transmission, Vehicle Identification Number 3FA6P0K99DR307017 (for the purpose of this paragraph only, the “Vehicle”).

368. Plaintiff Meagan Albin (for the purpose of this paragraph only,

“Plaintiff”), is a citizen of the State of Florida, residing in the City of Brandon. On or about December 1, 2015, Plaintiff purchased a 2016 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H77GR255087 (for the purpose of this paragraph only, the “Vehicle”).

369. Plaintiff Megan Ely (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of New York, residing in the City of Beaver Dams. On or about April 1, 2016, Plaintiff purchased a 2016 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H76GR272799 (for the purpose of this paragraph only, the “Vehicle”), from City World Ford, located at 3305 Boston Road, The Bronx, NY 10469. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to lease the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, and Reliability. Plaintiff first experienced the Transmission Defect in or around April 2017 at approximately 15,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Delayed

Acceleration, Lack of Power, Delayed Downshifts, and Transmission Failures in Traffic. Plaintiff has sought repairs one time under warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Vehicle Will Be Dependable As-Is, Drivability is Acceptable, Transmission Functions Normally, Problems Could Not Be Replicated, and Drivability Concerns Expressed Were “Normal.” The Vehicle was never successfully repaired.

370. Plaintiff Melanie Graham (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Florida, residing in the City of Orange Park. On or about November 10, 2016, Plaintiff purchased a 2015 Ford Fusion Titanium, with a 23/34/27 6F35 six-speed automatic w/start-stop transmission, Vehicle Identification Number 1FA6P0HDXF5121178 (for the purpose of this paragraph only, the “Vehicle”), from Miracle Toyota, located at 37048 US-27, Haines City, FL 33844. Plaintiff first experienced the Transmission Defect in March. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Delayed Acceleration and Lack of Power.

371. Plaintiff Meleesa Genereux’s claim is scheduled to be dismissed without prejudice.

372. Plaintiff Melinda Callan (for the purpose of this paragraph only,



“Plaintiff”), is a citizen of the State of Alabama, residing in the City of Gaylesville. On or about May 16, 2010, Plaintiff purchased a 2010 Ford Fusion SE, with a 6F35 six-speed automatic transmission, Vehicle Identification Number 3FAHP0JA8AR370643 (for the purpose of this paragraph only, the “Vehicle”), from Carl Gregory Ford, located at 1916 Glenn Blvd SW, Fort Payne, AL 35968. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Sales Brochure, TV, Radio or Billboard Ads, Dealership Salesperson, and Historical Brand Slogans. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect on or about May 17, 2010, at approximately 100 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking and Bucking and Kicking on Acceleration (Shuddering or Juddering). Plaintiff sought transmission repairs from the following dealership: Landers McLarty Ford of Fort Payne, 1916 Glenn Blvd, Fort Payne, AL 35968. Plaintiff has sought repairs four

times under warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Problems Could Not Be Replicated. The Vehicle was unsuccessfully repaired in the following: June 2010, August 2010 and March 2011.

373. Plaintiff Melissa Lafritz (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of West Virginia, residing in the City of Rock. On or about June 24, 2016, Plaintiff purchased a 2016 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H76GR177823 (for the purpose of this paragraph only, the “Vehicle”), from Ramey Ford Princeton, located at 498 Courthouse Rd, Princeton, WV 24739. Plaintiff first experienced the Transmission Defect in or around January 2016 at approximately 50,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, and Hard Decelerations/Clunks when Slowing or Accelerating.

374. Plaintiff Melissa Richards (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Kentucky, residing in the City of Reynolds Station. On or about January 1, 2012, Plaintiff purchased a 2011 Ford Fusion, SEL

FWD, with a 6F35 six-speed automatic transmission, Vehicle Identification Number 3FAHP0JGXBR226338 (for the purpose of this paragraph only, the “Vehicle”), from Tapp Motor, located at 4550 KY-54, Owensboro, KY 42303. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Delayed Acceleration, Lack of Power, and Dash Caught on Fire Twice. Plaintiff sought transmission repairs from the following dealership: Tapp Motor, 4550 KY-54, Owensboro, KY 42303. Plaintiff has sought repairs five times outside the warranty. The Vehicle was never successfully repaired.

375. Plaintiff Melissa White (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Michigan, residing in the City of Flushing. On or about July 14, 2015, Plaintiff purchased a 2011 Ford Fusion SE, with a 6F35 six-speed automatic transmission, Vehicle Identification Number 3FAHP0HA2BR202374 (for the purpose of this paragraph only, the “Vehicle”), from Lasco Ford, located at 2525 Owen Road, Fenton, MI 48430. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to

Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Problems. Plaintiff first experienced the Transmission Defect in 2017 at approximately 95,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Buck and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Lack of Power, Delayed Downshifts, Hard Decelerations/Clunks when Slowing or Accelerating, and Premature Wear of Internal Components.

376. Plaintiff Melvin Harnack (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Minnesota, residing in the City of Eyota. On or about August 27, 2016, Plaintiff purchased a 2017 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H71HR105302 (for the purpose of this paragraph only, the “Vehicle”), from Rochester Ford, located at 4900 Highway 52 North, Rochester, MN 55901. Plaintiff first experienced the Transmission Defect on or about August 15, 2017, at approximately 10,902 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent

Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Hard Decelerations/Clunks when Slowing or Accelerating, and Jolting when Shifting from Park to Drive. Plaintiff sought transmission repairs from the following dealership: Rochester Ford, 4900 Highway 52 North, Rochester, MN 55901. Plaintiff has sought repairs three times under warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Drivability is Acceptable, Transmission Functions Normally, Problems Could Not Be Replicated, and Drivability Concerns Expressed Were “Normal.” The Vehicle was unsuccessfully repaired on the following dates: February 1, 2018, and February 8, 2018.

377. Plaintiff Merritt McDowell (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Washington, residing in the City of Naches. On or about October 1, 2016, Plaintiff purchased a 2014 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H75ER130005 (for the purpose of this paragraph only, the “Vehicle”), from Tom Denchel Ford, located at 630 Wine Country Road, Prosser, WA 99350. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle:

Sales Brochure, TV, Radio or Billboard Ads, and Internet Marketing. Plaintiff first experienced the Transmission Defect on or about December 20, 2018, at approximately 60,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Delayed Acceleration, Delayed Downshift, and Slammed into Reverse Very Violently.

378. Plaintiff Michael Hudson (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Missouri, residing in the City of St. Louis. On or about December 1, 2015, Plaintiff purchased a 2013 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H7XDR327556 (for the purpose of this paragraph only, the “Vehicle”).

379. Plaintiffs Michael and Tina Oclair (for the purpose of this paragraph only, “Plaintiffs”), are citizens of the State of North Carolina, residing in the City of Fayetteville. On or about December 31, 2014, Plaintiffs purchased a 2015 Ford Fusion Titanium, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H71FR141424 (for the purpose of this paragraph only, the “Vehicle”), from Crown Ford, located at 256 Swain Street, Fayetteville, NC 28303. Plaintiffs viewed or otherwise received the following advertisements or

representations by Ford and relied on them in deciding to purchase the Vehicle: Sales Brochure, TV, Radio or Billboard Ads, Dealership Salesperson, Internet Marketing, and Historical Brand Slogans. Ford dealership sales personnel made the following claims or representations to Plaintiffs, on which Plaintiffs relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiffs have experienced, and continue to experience, the following manifestation of the Transmission Defect: Delayed Acceleration.

380. Plaintiff Michael Scott (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Virginia, residing in the City of Boones Mill. On or about December 21, 2015, Plaintiff purchased a 2015 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H72FR135261 (for the purpose of this paragraph only, the “Vehicle”).

381. Plaintiff Michele Clarke (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Maryland, residing in the City of Capitol Heights. On or about January 24, 2014, Plaintiff purchased a 2014 Ford Fusion SE, Vehicle Identification Number 3FA6P0HD9ER224846 (for the purpose of this

paragraph only, the “Vehicle”), from Koons Ford of Baltimore, located at 6970 Security Blvd, Woodlawn, MD 21244. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, and Reliability. Plaintiff first experienced the Transmission Defect in or around April 2016 at approximately 59,940 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Lack of Power, Hard Decelerations/Clunks when Slowing or Accelerating, Transmission Failures in Traffic, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff contacted Ford about the Transmission Defect in or around July 2016. Plaintiff sought transmission repairs from the following dealership: DARCARS Ford Lanham, 9020 Lanham Severn Road, Lanham, MD 20706. Plaintiff has sought repairs one time under warranty. The Vehicle was repaired in: July 2017.



382. Plaintiff Michele Willis Silva (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of New Mexico, residing in the City of Roswell. On or about April 10, 2014, Plaintiff purchased a 2012 Ford Fusion SE, with a 6F35 six-speed automatic transmission, Vehicle Identification Number 3FAHP0JG4CR290425 (for the purpose of this paragraph only, the “Vehicle”), from Roswell Honda, located at 5290 W. Pinelodge, Roswell, NM 88201. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Internet Marketing. Plaintiff first experienced the Transmission Defect on or about May 10, 2016, at approximately 30,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Gears Slipping, and Delayed Downshifts.

383. Plaintiff Michelle Coates (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Kentucky, residing in the City of Louisville. On or about May 1, 2014, Plaintiff purchased a 2014 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 1FA6P0H78E5385783 (for the purpose of this paragraph only, the “Vehicle”), from Oxmoor Ford, located at 100 Oxmoor Lane, Louisville, KY 40222. Plaintiff

viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect in 2016. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Lack of Power, Delayed Downshifts, Hard Deceleration/Clunks when Slowing or Accelerating, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff sought transmission repairs from the following dealership: Oxmoor Ford Lincoln, 100 Oxmoor Lane, Louisville, KY 40222. Plaintiff has sought repairs six times under warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Drivability is Acceptable, Transmission Functions Normally, and Drivability Concerns Expressed Were “Normal.” The Vehicle was repaired multiple times between 2016 and 2017.

384. Plaintiff Michelle Rowland (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of South Carolina, residing in the City of Greenville. On or about July 10, 2017, Plaintiff purchased a 2015 Ford Fusion, SE Hybrid, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H73FR177809 (for the purpose of this paragraph only, the “Vehicle”), from Fairway Ford, located at 2323 Laurens Road, Greenville, SC 29607. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect on or about April 19, 2018, at approximately 30,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Delayed Acceleration, Gears Slipping, Lack of Power, Delayed Downshifts and Shifted into Reverse and the car would not move. Plaintiff contacted Ford about the Transmission Defect on or about May 25, 2018. Plaintiff sought transmission

repairs from the following dealership: Fairway Ford, 2323 Laurens Road, Greenville, SC 29607. Plaintiff has sought repairs five times under warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Vehicle Will Be Dependable As-Is, Drivability is Acceptable, Transmission Functions Normally, Problems Could Not Be Replicated. and Drivability Concerns Expressed Were “Normal.” The Vehicle was repaired on the following dates: April 25, 2018, May 24, 2018, June 8, 2018, June 27, 2018, and July 11, 2018.

385. Plaintiff Mike B. Jordan (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Georgia, residing in the City of Warner Robins. On or about March 10, 2012, Plaintiff purchased a 2012 Ford Fusion S, with a 6F35 six-speed automatic transmission, Vehicle Identification Number 3FAHP0HA8CR190197 (for the purpose of this paragraph only, the “Vehicle”), from Riverside Ford, located at 2089 Riverside Drive, Macon, GA 31204. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Internet Marketing and Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to

purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect in or around May 2014 at approximately 32,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Gears Slipping, Delayed Downshifts, and Hard Decelerations/Clunks when Slowing or Accelerating. Plaintiff sought transmission repairs from the following dealership: Riverside Ford, 2089 Riverside Drive, Macon, GA 31204. Plaintiff has sought repairs four times outside the warranty. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Drivability is Acceptable and Transmission Functions Normally. The Vehicle was never successfully repaired.

386. Plaintiff Mildred Tucker (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Illinois, residing in the City of Chicago. On or about March 7, 2017, Plaintiff purchased a 2017 Ford Fusion, SEL FWD, with a 21/31/25 (FWD) 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H97HR271020 (for the purpose of this paragraph only, the

“Vehicle”), from Metro Ford, located at 6455 S. Western, Chicago, IL 60636. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect on or about April 3, 2017, at approximately 747 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Delayed Acceleration, Gears Slipping, Difficulty Stopping, Lack of Power, Delayed Downshift, Transmission Failures in Traffic, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff contacted Ford about the Transmission Defect on or about August 21, 2017. Plaintiff sought transmission repairs from the following dealership: McCarthy Ford, 11400 S. Pulaski Road, Chicago, IL 60655. Plaintiff has sought repairs one time under warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Vehicle Will Be Dependable As-Is, Drivability is

Acceptable, Transmission Functions Normally, and Problems Could Not Be Replicated. The Vehicle was repaired on the following date: October 16, 2017.

387. Plaintiff Monica Pickens (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Florida, residing in the City of Minneola. On or about March 1, 2012, Plaintiff purchased a 2012 Ford Fusion SE, with a 6F35 six-speed automatic transmission, Vehicle Identification Number 3FAHP0JAXCR121912 (for the purpose of this paragraph only, the “Vehicle”), from Peacock Ford, located at 1875 S. Orlando Avenue, Maitland, FL 32751. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect in 2013 at approximately 12,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration,

Throttle Body Replacement, and Gears Slipping.

388. Plaintiff Myeisha Spears (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Texas, residing in the City of Houston. On or about April 19, 2014, Plaintiff purchased a 2012 Ford Fusion S, with a 6F35 six-speed automatic transmission, Vehicle Identification Number 3FAHP0HA8CR238751 (for the purpose of this paragraph only, the “Vehicle”), from DriveTime Used Cars, located at 9645 North Fwy., Houston, TX 77037. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to lease the Vehicle: TV, Radio or Billboard Ads. Plaintiff first experienced the Transmission Defect on or about January 15, 2017, at approximately 108,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), and Delayed Acceleration.

389. Plaintiff Nathen Horne (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Michigan, residing in the City of Colon. On or about August 15, 2016, Plaintiff purchased a 2013 Ford Fusion SE, with a 23/36/28 6F35 six-speed automatic transmission, Vehicle Identification Number



3FA6P0HR5DR263220 (for the purpose of this paragraph only, the “Vehicle”).

390. Plaintiff Nicholas Burks (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Arkansas, residing in the City of Cabot. On or about September 1, 2016, Plaintiff purchased a 2013 Ford Fusion SE, with a 43/41/42 Hybrid CVT, Ford HF35 transmission, Vehicle Identification Number 3FA6P0H91DR249119 (for the purpose of this paragraph only, the “Vehicle”).

391. Plaintiff Nicholas Merolli (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Massachusetts, residing in the City of New Bedford. On or about July 24, 2018, Plaintiff purchased a 2014 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 1FA6P0H74E5379446 (for the purpose of this paragraph only, the “Vehicle”), from Best Cars, located at 511 Prescott Street, New Bedford, MA 02745. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Consumer Awards/Reviews. Plaintiff first experienced the Transmission Defect on or about August 1, 2018, at approximately 85,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Gears Slipping and

Delayed Downshifts. Plaintiff contacted Ford about the Transmission Defect in or around August 2018. The Vehicle was never successfully repaired.

392. Plaintiff Nicholas Whelan (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of New Jersey, residing in the City of Pitman. On or about November 1, 2014, Plaintiff purchased a 2015 Ford Fusion Titanium, with a 23/34/27 6F35 six-speed automatic w/start-stop transmission, Vehicle Identification Number 1FA6P0HDXF5108253 (for the purpose of this paragraph only, the “Vehicle”), from Freehold Ford, located at 3572 US 9, Freehold, NJ 07728. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect on or about November 30, 2016, at approximately 45,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering),

Delayed Acceleration, and Gears Slipping. The Vehicle was never repaired.

393. Plaintiff Nicholas Winkler (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of North Dakota, residing in the City of Bismarck. On or about January 20, 2016, Plaintiff purchased a 2016 Ford Fusion, SEL FWD, with a 43/41/42 Hybrid CVT, Ford HF35 transmission, Vehicle Identification Number 3FA6P0H96GR304295 (for the purpose of this paragraph only, the “Vehicle”), from Edie Ford Lincoln, located at 800 E. Bismarck Expy, Bismarck, ND 58504. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Historical Brand Slogans and Consumer Awards/Reviews. Plaintiff first experienced the Transmission Defect in or around May 2017 at approximately 22,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Downshifts, Hard Decelerations/Clunks when Slowing or Accelerating, and Premature Wear of Internal Components. Plaintiff sought transmission repairs from the following dealership: Edie Ford Lincoln, 800 E. Bismarck Expy, Bismarck, ND 58504. Plaintiff has sought repairs three times under warranty. Plaintiff was assured of the

following when Plaintiff sought transmission repairs to the Vehicle: Problems Could Not Be Replicated. The Vehicle was never successfully repaired.

394. Plaintiff Nick Neace (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Minnesota, residing in the City of Roseville. On or about April 24, 2015, Plaintiff purchased a 2015 Ford Fusion Titanium, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H79FR245899 (for the purpose of this paragraph only, the “Vehicle”), from Lithia Ford Lincoln of Fresno, located at 195 E. Auto Center Dr., Fresno, CA 93710. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability and Drivability. Plaintiff first experienced the Transmission Defect in November 2015 at approximately 5,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), and Delayed Acceleration. Plaintiff sought transmission repairs from the following dealership: AutoNation Ford, 1493 CO

Road E. East, White Bear Lake, MN 55110. Plaintiff has sought repairs five times under warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Transmission Functions Normally, and Problems Could Not Be Replicated. The Vehicle was never successfully repaired.

395. Plaintiff Nicole Parkinson (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Ohio, residing in the City of South Charleston. On or about October 1, 2016, Plaintiff purchased a 2013 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H77DR155082 (for the purpose of this paragraph only, the “Vehicle”), from Jeff Schmitt Chevrolet East, located at 635 S. Orchard Lane, Beavercreek, OH 45434. Plaintiff first experienced the Transmission Defect in or around May 2017 at approximately 30,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Bucking and Kicking on Accelerations (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Delayed Downshifts, Hard Decelerations/Clunks when Slowing or Accelerating, Premature Wear of Internal Components, Transmission Failures in Traffic, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff sought transmission repairs from the following

dealership: Buckeye Ford, 110 US-42, London, OH 43140. Plaintiff has sought repairs one time under warranty. The Vehicle was repaired on the following date: September 20, 2017.

396. Plaintiff Nicole Walmsley (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Ohio, residing in the City of Lodi. On or about November 28, 2016, Plaintiff purchased a 2014 Ford Fusion SE, with a 21/31/25 (FWD) 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H91ER168428 (for the purpose of this paragraph only, the “Vehicle”), from Park Ford, located at 400 West Avenue, Tallmadge, OH 44278. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect on or about December 1, 2016, at approximately 40,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking,

Delayed Acceleration, Delayed Downshifts, Transmission Failures in Traffic, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff sought transmission repairs from the following dealership: Park Ford, 400 West Avenue, Tallmadge, OH 44278. Plaintiff has sought repairs six times under warranty and one time outside the warranty. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Vehicle Will Be Dependable As-Is, Drivability is Acceptable, Transmission Functions Normally, Problems Could Not Be Replicated, and Drivability Concerns Expressed Were “Normal.” The Vehicle was never successfully repaired.

397. Plaintiff Noah Roy (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of New York, residing in the City of Freeport. On or about January 1, 2013, Plaintiff purchased a 2014 Ford Fusion, Vehicle Identification Number 3FA6P0H70ER126234 (for the purpose of this paragraph only, the “Vehicle”), from South Shore Hyundai, located at 360 W. Sunrise Hwy, Valley Stream, NY 11581. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: TV, Radio or Billboard Ads. Plaintiff first experienced the

Transmission Defect in or around July 2016 at approximately 57,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking, Delayed Acceleration, Lack of Power, and Delayed Downshifts. Plaintiff sought transmission repairs from the following dealership: South Shore Hyundai. Plaintiff has sought repairs two times under warranty and two times outside the warranty. The Vehicle was repaired in the following: July 2016, September 2016 and October 2016.

398. Plaintiff Nona Taylor (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Pennsylvania, residing in the City of Pittsburgh. On or about July 15, 2017, Plaintiff purchased a 2014 Ford Fusion SE, with a 6F35 6-Speed Automatic transmission, Vehicle Identification Number 3FA6P0H7XRR374691 (for the purpose of this paragraph only, the “Vehicle”), from Monroeville Kia, located at 3721 William Penn Hwy, Monroeville, PA 15146. Plaintiff first experienced the Transmission Defect in or around September 2018 at approximately 48,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Delayed Acceleration, Gears Slipping, Lack



of Power, Delayed Downshifts, Hard Decelerations/Clunks when Slowing or Accelerating, and Transmission Failures in Traffic. Plaintiff sought transmission repairs from the following dealership: Monroeville Kia, 3721 William Penn Hwy, Monroeville, PA 15146. Plaintiff has sought repairs two times under warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Vehicle Will Be Dependable As-Is, Drivability is Acceptable, Transmission Functions Normally, Problems Could Not Be Replicated, and Drivability Concerns Expressed Were “Normal.” The Vehicle was never successfully repaired.

399. Plaintiff Orin Osbey (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Texas, residing in the City of Houston. On or about December 1, 2012, Plaintiff purchased a 2013 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0G75DR177213 (for the purpose of this paragraph only, the “Vehicle”).

400. Plaintiff Pamela Moore (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Florida, residing in the City of Fort Pierce. On or about May 14, 2014, Plaintiff purchased a 2013 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number

3FA6P0H70DR134509 (for the purpose of this paragraph only, the “Vehicle”), from Myrtle Beach Chrysler Jeep, located at 785 Jason Blvd., Myrtle Beach, SC 29577. Plaintiff first experienced the Transmission Defect on or about August 15, 2016, at approximately 41,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Lack of Power, Transmission Failures in Traffic, and Complete Transmission Failure Requesting Repair/Replacement. Plaintiff sought transmission repairs from the following dealership: Sunrise Ford, 5435 US-1, Fort Pierce, FL 34982. Plaintiff has sought repairs one time outside the warranty. The Vehicle was repaired in May 2016.

401. Plaintiff Patricia Hampton (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Michigan, residing in the City of Redford Twp. On or about August 1, 2017, Plaintiff purchased a 2010 Ford Fusion SE, with a 6F35 six-speed automatic transmission, Vehicle Identification Number 3FAHP0HA8AR410242 (for the purpose of this paragraph only, the “Vehicle”), from US Auto, located at 25300 Grand River Avenue, Redford Charter Township, MI 48240. Plaintiff first experienced the Transmission Defect on or about

September 1, 2018. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Gears Slipping, Difficulty Stopping, Hard Decelerations/Clunks when Slowing or Accelerating, and Premature Wear of Internal Components.

402. Plaintiff Peggy O'Malley (for the purpose of this paragraph only, "Plaintiff"), is a citizen of the State of Washington, residing in the City of Renton. On or about July 28, 2013, Plaintiff purchased a 2013 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H76DR363163 (for the purpose of this paragraph only, the "Vehicle"), from Sound Ford, located at 101 SW Grady Way, Renton, WA 98057. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect in or around December 2014 at approximately 35,000 miles. Plaintiff has experienced, and continues to experience, the following

manifestations of the Transmission Defect: Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Delayed Downshifts, hard Decelerations/Clunks when Showing or Accelerating, Premature Wear of Internal Components, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff experienced a transmission failure that resulted in a collision. Plaintiff sought transmission repairs from the following dealership: Sound Ford, 101 SW Grady Way, Renton, WA 98057. Plaintiff has sought repairs one time outside the warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Vehicle Will Be Dependable As-Is, Drivability is Acceptable, Transmission Functions Normally, and Drivability Concerns Expressed Were “Normal.” The Vehicle was repaired in: December 2018.

403. Plaintiffs Peyton and Elizabeth Sass (for the purpose of this paragraph only, “Plaintiffs”), are citizens of the State of North Carolina, residing in the City of Clyde. On or about December 15, 2016, Plaintiffs purchased a 2016 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 1FA6P0H71G5125566 (for the purpose of this paragraph only, the “Vehicle”), from Rusty Wallace Ford, located at 134 Sharon Drive, Dandridge, TN

37725. Plaintiffs viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to lease the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiffs, on which Plaintiffs relied in deciding to lease the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiffs have experienced, and continue to experience, the following manifestations of the Transmission Defect: Violent Jerking, Bucking and Kicking on Acceleration (shuddering or Juddering), Delayed Acceleration, Gears Slipping, Delayed Downshifts, Premature Wear of Internal Components, and Throttle Boddy Went Out at 14,215 Miles. Plaintiffs contacted Ford about the Transmission Defect in or around August 2016. Plaintiffs sought transmission repairs from the following dealership: Rusty Wallace Ford, 134 Sharon Drive, Dandridge, TN 37725. Plaintiffs have sought repairs one time under warranty. Plaintiffs were not charged a fee before the Vehicle would be inspected or repaired. The Vehicle was repaired on the following date: September 14, 2016.

404. Plaintiff Prennatha Lewis (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Mississippi, residing in the City of Union.

On or about February 16, 2015, Plaintiff purchased a 2013 Ford Fusion SE, with a 23/36/28 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0HR7DR203584 (for the purpose of this paragraph only, the “Vehicle”), from Bowers Auto Sale, located at 409 Front Street, Meridian, MS 39301. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: TV, Radio or Billboard Ads. Plaintiff first experienced the Transmission Defect in 2016 at approximately 58,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, and Lack of Power. Plaintiff sought transmission repairs from the following dealership: Griffin Ford, 1012 Holland Avenue, Philadelphia, MS 39350. Plaintiff has sought repairs one time under warranty and one time outside the warranty. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. The Vehicle was repaired in 2016.

405. Plaintiff Priscilla Lyman (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of North Carolina, residing in the City of Raleigh. On or about September 15, 2014, Plaintiff purchased a 2014 Ford Fusion

SE, with a 23/34/27 6F35 six-speed automatic w/start-stop transmission, Vehicle Identification Number 3FA6P0HDXER372617 (for the purpose of this paragraph only, the “Vehicle”), from Classic Ford of Smithfield, located at 1324 N. Brightleaf Blvd, Smithfield, NC 27577. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson and Consumer Awards/Reviews. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, and Reliability. Plaintiff first experienced the Transmission Defect in March 2015 at approximately 5,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Delayed Acceleration and Lack of Power. The Vehicle has also required a total engine replacement twice. Plaintiff contacted Ford about the Transmission Defect in March 2015. Plaintiff sought transmission repairs from the following dealership: Classic Ford of Smithfield, 1324 N. Brightleaf Blvd., Smithfield, NC 27577. Plaintiff has sought repairs ten times under warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle:

Problems Could Not Be Replicated. The Vehicle was never successfully repaired.

406. Plaintiff Rachel Thomas (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Alabama, residing in the City of Dutton. On or about February 9, 2016, Plaintiff purchased a 2016 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0G73GR323516 (for the purpose of this paragraph only, the “Vehicle”), from Woody Anderson Ford, located at 2500 Jordan Lane, Huntsville, AL 35816. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claim or representation to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Free of Transmission Issues. Plaintiff first experienced the Transmission Defect on or about October 9, 2019, at approximately 83,293 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Transmission. Plaintiff sought transmission repairs from the following dealership: Harbin Automotive, 564 Micah Way, Scottsboro, AL 35769. Plaintiff has sought repairs one time outside the warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle:



Transmission Functions Normally. The Vehicle was repaired on the following date: October 9, 2019.

407. Plaintiff Ramona Akers Carter (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Virginia, residing in the City of Ridgeway. On or about December 1, 2015, Plaintiff purchased a 2013 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H78DR230307 (for the purpose of this paragraph only, the “Vehicle”), from Nelson Ford, located at 201 Commonwealth Blvd. W., Martinsville, VA 24112. Plaintiff first experienced the Transmission Defect in 2015 at approximately 68,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Gears Slipping, and Delayed Downshift. Plaintiff sought transmission repairs from the following dealership: Nelson Ford, 201 Commonwealth Blvd., W. Martinsville, VA 24112. Plaintiff has sought repairs four times outside the warranty. The Vehicle was repaired in: September 2019.

408. Plaintiff Randy Hoag (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of South Carolina, residing in the City of Fort

Mill. On or about June 1, 2010, Plaintiff purchased a 2010 Ford Fusion SE, with a 6F35 six-speed automatic transmission, Vehicle Identification Number 3FAHP0HAXAR420514 (for the purpose of this paragraph only, the “Vehicle”), from Fort Mill Ford, located at 801 Gold Hill Road, Fort Mill, SC 29708. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, and Reliability. Plaintiff first experienced the Transmission Defect in or around March 2016 at approximately 54,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Difficulty Stopping, Lack of Power, Delayed Downshifts, Hard Deceleration/Clunks When Slowing or Accelerating, Premature Wear of Internal Components, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff sought transmission repairs from the following dealership: Indian Land Transmissions,

144 Marvin Road, Fort Mill, SC 29707. Plaintiff has sought repairs one time outside the warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Transmission Functions Normally. The Vehicle was repaired in: December 2018.

409. Plaintiff Rebecca Geber (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Illinois, residing in the City of Stickney. On or about December 22, 2015, Plaintiff purchased a 2016 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0G78GR276354 (for the purpose of this paragraph only, the “Vehicle”).

410. Plaintiff Rebecca Newland (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of New York, residing in the City of Tonawanda. On or about December 1, 2015, Plaintiff purchased a 2016 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 1FA6P0H75G5121942 (for the purpose of this paragraph only, the “Vehicle”).

411. Plaintiff Reema Dsouoza (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of New Mexico, residing in the City of Deming. On or about January 1, 2012, Plaintiff purchased a 2012 Ford Fusion S,

with a 6F35 six-speed automatic transmission, Vehicle Identification Number 3FAHP0HA5CR316970 (for the purpose of this paragraph only, the “Vehicle”), from a private seller. Plaintiff first experienced the Transmission Defect in or around May 2018 at approximately 100,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Lack of Power, Delayed Downshifts, Transmission Failures in Traffic, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff contacted Ford about the Transmission Defect in or around May 2018.

412. Plaintiff Rene Musslewhite’s claim is scheduled to be dismissed without prejudice

413. Plaintiff Rhonda Caldwell (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Minnesota, residing in the City of Minneapolis. On or about February 28, 2015, Plaintiff purchased a 2012 Ford Fusion S, with a 6F35 six-speed automatic transmission, Vehicle Identification Number 3FAHP0JA1CR143944 (for the purpose of this paragraph only, the “Vehicle”), from Cities Auto, located at 5630 Lakeland Ave, N., Crystal, MN

55429. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Consumer Awards/Reviews. Plaintiff first experienced the Transmission Defect on or about July 1, 2015, at approximately 76,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Delayed Acceleration, Lack of Power, Transmission Failures in Traffic, and Car Would Shut Down Completely While Driving. Plaintiff contacted Ford about the Transmission Defect on or about May 24, 2016.

414. Plaintiff Rhonda Duncan (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Tennessee, residing in the City of Robbins. On or about August 1, 2016, Plaintiff purchased a 2011 Ford Fusion SE, with a 6F35 six-speed automatic transmission, Vehicle Identification Number 3FAHP0HA2BR194101 (for the purpose of this paragraph only, the “Vehicle”).

415. Plaintiff Rhonda Levitt (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Georgia, residing in the City of Atlanta. On or about October 1, 2016, Plaintiff purchased a 2016 Ford Fusion, SEL FWD, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number

3FA6P0H77GR402427 (for the purpose of this paragraph only, the “Vehicle”), from AutoNation Ford Union City, located at 4355 Jonesboro Road, Union City, GA 30291. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect on or about October 29, 2016, at approximately 15,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Difficulty Stopping, Lack of Power, Delayed Downshifts, Hard Decelerations/Clunks when Slowing or Accelerating, Premature Wear of Internal Components, Transmission Failures in Traffic, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff contacted Ford about the Transmission Defect on or about October 29, 2016. Plaintiff sought transmission repairs from the following dealership: AutoNation

Ford Union City, 4355 Jonesboro Road, Union City, GA 30291. Plaintiff has sought repairs two times under warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Vehicle Dependable As-Is, Drivability is Acceptable, Transmission Functions Normally, Problems Could Not Be Replicated, and Drivability Concerns Expressed Were “Normal.” The Vehicle was repaired in the following: August 2017 and July 2018.

416. Plaintiff Richard Moore (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Pennsylvania, residing in the City of Hadley. On or about November 16, 2015, Plaintiff purchased a 2014 Ford Fusion Titanium, with a 21/31/25 (FWD) 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0K97ER257428 (for the purpose of this paragraph only, the “Vehicle”).

417. Plaintiff Richard Powers (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Pennsylvania, residing in the City of Whitehill. On or about October 28, 2014, Plaintiff purchased a 2010 Ford Fusion SE, with a 6F35 six-speed automatic transmission, Vehicle Identification Number 3FAHP0JA5AR146147 (for the purpose of this paragraph only, the “Vehicle”), from Ciocca Subaru, located at 4611 Hamilton Blvd., Allentown, PA 18103.

Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Gears Slipping and Complete Transmission Failure Repair/Replacement. Plaintiff sought transmission repairs from the following dealership: Ciocca Ford of Quakertown, 321 S. West End Blvd., Quakertown, PA 18951. Plaintiff has sought repairs three times under warranty. The Vehicle was repaired in: August 2017.

418. Plaintiff Rick Mobley (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Texas, residing in the City of Knoxville. On or about December 16, 2014, Plaintiff purchased a 2011 Ford Fusion, SEL FWD, with a 6F35 six-speed automatic transmission, Vehicle Identification Number 3FAHP0JA2BR179978 (for the purpose of this paragraph only, the “Vehicle”).

419. Plaintiff Rick Walker (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Kentucky, residing in the City of Science Hill. On or about January 1, 2016, Plaintiff purchased a 2016 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0G70GR300937 (for the purpose of this paragraph only, the “Vehicle”), from Alton Blakley Ford, located at 2130 S. Hwy 27, Somerset, KY 42501. Plaintiff first experienced the Transmission Defect on or about August 3, 2016, at



approximately 2,700 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, and Transmission Failures in Traffic. Plaintiff sought transmission repairs from the following dealership: Alton Blakley Ford, 2130 S. Hwy 27, Somerset, KY 42501. Plaintiff has sought repairs five times under warranty. The Vehicle was repaired on the following dates: August 3, 2016, August 11, 2016, June 28, 2017, June 19, 2018, and September 26, 2019.

420. Plaintiff Rita Hinkle (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of North Carolina, residing in the City of Statesville. On or about November 1, 2009, Plaintiff purchased a 2010 Ford Fusion SE, with a 6F35 six-speed automatic transmission, Vehicle Identification Number 3FAHP0HA3AR223412 (for the purpose of this paragraph only, the “Vehicle”).

421. Plaintiffs Robert Fair and Charletta Fair (for the purpose of this paragraph only, “Plaintiffs”), are citizens of the State of Oklahoma, residing in the City of Quapaw. On or about January 1, 2015, Plaintiffs purchased a 2013 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H77DR280695 (for the purpose of this paragraph only, the “Vehicle”), from Vance Ford, located at 510 N. Main Street, Miami, OK

74354. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect in or around October 2015 at approximately 60,000 miles. Plaintiffs have experienced, and continue to experience, the following manifestations of the Transmission Defect: Violent Jerking, and Bucking/Kicking on Acceleration (Shuddering or Juddering).

422. Plaintiff Robert Fitts (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of New Hampshire, residing in the City of Salem. On or about September 1, 2015, Plaintiff purchased a 2014 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H74ER221055 (for the purpose of this paragraph only, the “Vehicle”), from Drum Hill Ford, Inc., located at 1212 Westford Street, Lowell, MA 01851. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle:

Internet Marketing and Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability. Plaintiff first experienced the Transmission Defect in June 2016 at approximately 42,000 miles. Plaintiff has experienced, and continues to experience, the following manifestation of the Transmission Defect: Bucking and Kicking on Acceleration (Shuddering or Juddering). Plaintiff sought transmission repairs from the following dealership: AutoFair Ford, 1475 S. Willow Street, Manchester, NH 03103. Plaintiff has sought repairs outside the warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Transmission Functions Normally and Problems Could Not Be Replicated. The Vehicle was repaired in: June 2016.

423. Plaintiff Robert Gough (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of North Carolina, residing in the City of Hampstead. On or about February 7, 2012, Plaintiff purchased a 2012 Ford Fusion SE, with a 6F35 six-speed automatic transmission, Vehicle Identification Number 3FAHP0HA1CR210192 (for the purpose of this paragraph only, the “Vehicle”).

424. Plaintiff Robert Kargle (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Nebraska, residing in the City of Palmer. On

or about February 1, 2017, Plaintiff purchased a 2017 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H74HR274343 (for the purpose of this paragraph only, the “Vehicle”), from Woodhouse Ford, located at 3633 N 72<sup>nd</sup> St., Omaha, NE 68134. Plaintiff first experienced the Transmission Defect in or around February 2018 at approximately 2,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Gears Slipping, Delayed Downshifts, and Hard Decelerations/Clunks when Slowing or Accelerating.

425. Plaintiff Robert Nickel (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Florida, residing in the City of Leigh Acres. On or about July 4, 2015, Plaintiff purchased a 2013 Ford Fusion SE, with a 23/36/28 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0HR6DR326650 (for the purpose of this paragraph only, the “Vehicle”), from Automatch USA, located at 8900 Colonial Center Drive, Ft. Myers, FL 33905. Plaintiff first experienced the Transmission Defect on or about July 5, 2015, at approximately 52,000 miles. Plaintiff has experienced, and continues to

experience, the following manifestations of the Transmission Defect: Violent Jerking, Delayed Acceleration, and Gears Slipping.

426. Plaintiff Roberto Cortez (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Florida, residing in the City of Hallandale Beach. On or about October 1, 2015, Plaintiff purchased a 2013 Ford Fusion SE, with a 23/36/28 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0HR1DR158769 (for the purpose of this paragraph only, the “Vehicle”).

427. Plaintiff Robin Mirayes (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of New York, residing in the City of Phillipsburg. On or about March 1, 2015, Plaintiff purchased a 2015 Ford Fusion Titanium, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0G78FR230814 (for the purpose of this paragraph only, the “Vehicle”), from Milham Ford, located at 3810 Hecktown Road, Easton, PA 18045. Plaintiff first experienced the Transmission Defect on or about June 16, 2015, at approximately 24,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking, Bucking and Kicking on Acceleration (Shuddering and Juddering),

Delayed Acceleration, Gears Slipping, and Lack of Power. Plaintiff sought transmission repairs from the following dealership: Ford Smith Motor Company, 359 NJ-31, Washington, NJ 07882. Plaintiff has sought repairs four times under warranty. The Vehicle was repaired on the following dates: May 31, 2018, December 16, 2018, October 17, 2019, and October 31, 2019.

428. Plaintiff Rooroo Belpoze's claim is scheduled to be dismissed without prejudice

429. Plaintiff Rosalind Kirkland (for the purpose of this paragraph only, "Plaintiff"), is a citizen of the State of New York, residing in the City of Camden. On or about January 1, 2013, Plaintiff purchased a 2010 Ford Fusion SE, with a 6F35 six-speed automatic transmission, Vehicle Identification Number 3FAHP0HA1AR102846 (for the purpose of this paragraph only, the "Vehicle").

430. Plaintiff Rosaria Morea (for the purpose of this paragraph only, "Plaintiff"), is a citizen of the State of New Jersey, residing in the City of Hamburg. On or about November 1, 2015, Plaintiff purchased a 2015 Ford Fusion SE, with a 20/29/23 (AWD) 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H94FR100982 (for the purpose of this paragraph only, the "Vehicle"), from Magarino Ford, located at 375 State Rt. 23, Sussex, NJ

07461. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson and Internet Marketing. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability and Reliability. Plaintiff first experienced the Transmission Defect in 2016 at approximately 40,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Lack of Power and Hard Decelerations/Clunks When Slowing or Accelerating.

431. Plaintiff Rose Pannell (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Mississippi, residing in the City of Baldwin. On or about July 1, 2017, Plaintiff purchased a 2010 Ford Fusion SE, with a 6F35 six-speed automatic transmission, Vehicle Identification Number 3FAHP0HA7AR368467 (for the purpose of this paragraph only, the “Vehicle”).

432. Plaintiff Rose Szymanski (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Florida, residing in the City of Wauchula. On or about October 1, 2016, Plaintiff purchased a 2016 Ford Fusion SE, with a

21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H73GR177570 (for the purpose of this paragraph only, the “Vehicle”).

433. Plaintiff Russell Guthrie (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Louisiana, residing in the City of Franklinton. On or about February 16, 2019, Plaintiff purchased a 2016 Ford Fusion Titanium, with a 21/31/25 (FWD) 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0K92GR287813 (for the purpose of this paragraph only, the “Vehicle”), from Gulf Auto Direct, located at 9050 Highway 603, Waveland, MS 39576.

434. Plaintiff Russell Maryott (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of New Jersey, residing in the City of Jersey City. On or about March 1, 2016, Plaintiff purchased a 2013 Ford Fusion SE, with a 23/36/28 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0HR0DR165356 (for the purpose of this paragraph only, the “Vehicle”), from Bridgecrest, located at 3525 Satellite Blvd., Duluth, GA 30096. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson and Consumer Awards/Reviews.



435. Plaintiff Ryan Eason (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Ohio, residing in the City of Cincinnati. On or about June 14, 2018, Plaintiff purchased a 2013 Ford Fusion SE, Vehicle Identification Number 3FA6P0HR3DR266486 (for the purpose of this paragraph only, the “Vehicle”), from Drivetime, located at 8549 Beechmont Avenue, Cincinnati, OH 45255. Plaintiff first experienced the Transmission Defect on or about December 28, 2018, at approximately 68,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Delayed Acceleration, Gears Slipping, Lack of Power, hard Deceleration/Clunks when Slowing or Accelerating, Transmission Failures in Traffic, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff has sought repairs two times outside the warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Vehicle Will Be Dependable As-Is, Drivability is Acceptable, Transmission Functions Normally, and Problems Could Not Be Replicated. The Vehicle was repaired in the following: January 2019 and March 2019.

436. Plaintiff Ryan Hill (for the purpose of this paragraph only,

“Plaintiff”), is a citizen of the State of Ohio, residing in the City of Lithopolis. On or about May 17, 2014, Plaintiff purchased a 2014 Ford Fusion S, with 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 1FA6P0G70E5401721 (for the purpose of this paragraph only, the “Vehicle”), from Ricart Ford, located at 4255 S. Hamilton Road, Groveport, OH 43125. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: TV, Radio or Billboard Ads and Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect on or about April 1, 2014, at approximately 3,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Bucking and Kicking on Acceleration (Shuddering and Juddering), Delayed Acceleration, Delayed Downshift, Hard Decelerations/Clunks When Slowing or Accelerating, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff sought transmission repairs from the following dealership: Ricart Columbus Ford,

4255 S. Hamilton Road, Groveport, OH 43125. Plaintiff has sought repairs eight times under warranty. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Vehicle Will be Dependable As-Is, Drivability is Acceptable, Problems Could Not Be Replicated, and Drivability Concerns Expressed Were “Normal.” The Vehicle was never successfully repaired.

437. Plaintiff Samantha Louise Tingle (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Alabama, residing in the City of Killen. On or about June 15, 2017, Plaintiff purchased a 2013 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H77DR134670 (for the purpose of this paragraph only, the “Vehicle”), from National Advance Auto Sales, located at 3641 Cloverdale Road, Florence, AL 35633. Plaintiff first experienced the Transmission Defect in October 2017 at approximately 135,000 miles. Plaintiff has experienced, and continues to experience, the following manifestation of the Transmission Defect: Violent Jerking. Plaintiff experienced a transmission failure that resulted in a collision. Plaintiff sought transmission repairs from the following dealership: Long-Lewis Ford, 2800 Woodward Avenue, Muscle Shoals, LA 35661. Plaintiff has sought

repairs one time under warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Drivability Concerns Expressed Were “Normal.” The Vehicle was repaired in: November 2017.

438. Plaintiff Sandra Segura (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Wisconsin, residing in the City of Madison. On or about September 1, 2018, Plaintiff purchased a 2014 Ford Fusion SE, Vehicle Identification Number 1FA6P0HDXE5381790 (for the purpose of this paragraph only, the “Vehicle”), from Schoepp Motors, located at 3440 Tribeca Drive, Middleton, WI 53562. Plaintiff first experienced the Transmission Defect in January 2018 at approximately 50,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Lack of Power, Delayed Downshifts, and Hard Decelerations/Clunks when Slowing or Accelerating. Plaintiff contacted Ford about the Transmission Defect in January 2018. Plaintiff sought transmission repairs from the following dealership: Schoepp Motors, 3440 Tribeca Drive, Middleton, WI 53562. Plaintiff has sought repairs one time under warranty. Plaintiff was assured of the following

when Plaintiff sought transmission repairs to the Vehicle: Vehicle Will Be Dependable As-Is, Drivability is Acceptable, Transmission Functions Normally, Problems Could Not Be Replicated, and Drivability Concerns Expressed Were “Normal”.” The Vehicle was repaired in: March 2019.

439. Plaintiff Sara Thomson (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Utah, residing in the City of Cottonwood Heights. On or about October 1, 2017, Plaintiff purchased a 2010 Ford Fusion SE, with a 6F35 six-speed automatic transmission, Vehicle Identification Number 3FAHP0HA6AR337985 (for the purpose of this paragraph only, the “Vehicle”).

440. Plaintiff Sarah Crouse (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of West Virginia, residing in the City of Salem. On or about August 28, 2017, Plaintiff purchased a 2015 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 1FA6P0H75F5117808 (for the purpose of this paragraph only, the “Vehicle”), from Astro Buick and Old’s, located at 250 Fairmount, Fairmount, WV 26554. Plaintiff first experienced the Transmission Defect in or around August 2016 at approximately 77,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Bucking and

Kicking on Acceleration (Shuddering or Juddering), Difficulty Stopping, Delayed Downshifts, Hard Decelerations/Clunks when Slowing or Accelerating. Plaintiff sought transmission repairs from the following dealership: Chenoweth Ford, Inc. 1564 E Pike St, Clarksburg, WV 26301. Plaintiff has sought repairs one time under warranty. The Vehicle was never successfully repaired.

441. Plaintiffs Scott and Katlin Adams' Claim is scheduled to be dismissed without prejudice.

442. Plaintiff Scott Gianforte (for the purpose of this paragraph only, "Plaintiff"), is a citizen of the State of Virginia, residing in the City of Stephenson. On or about June 1, 2014, Plaintiff purchased a 2014 Ford Fusion SE, with a 23/34/27 6F35 six-speed automatic w/start-stop transmission, Vehicle Identification Number 3FA6P0HD9ER304728 (for the purpose of this paragraph only, the "Vehicle"), from Sheehy Ford, located at 901 N. Frederick Avenue, Gaithersburg, MD 20879. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: TV, Radio or Billboard Ads and Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle

Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect on or about July 16, 2016, at approximately 107,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Lack of Power, Delayed Downshifts, Hard Decelerations/Clunks when Slowing or Accelerating, Premature Wear of Internal Components, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff contacted Ford about the Transmission Defect in or around July 2016. Plaintiff sought transmission repairs from the following dealership: Molly Ford, 1911 Valley Avenue, Winchester, VA 22601. Plaintiff has sought repairs two times outside the warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Vehicle Will be Dependable As-Is, Drivability is Acceptable, Transmission Functions Normally, and Drivability Concerns Expressed Were “Normal.” The Vehicle was repaired on the following dates: July 2, 2016, and July 16, 2016.

443. Plaintiff Scott Swendsen (for the purpose of this paragraph only,

“Plaintiff”), is a citizen of the State of Colorado, residing in the City of Colorado Springs. On or about November 1, 2016, Plaintiff purchased a 2013 Ford Fusion SE, with a 43/41/42 Hybrid CVT, Ford HF35 transmission, Vehicle Identification Number 3FA6P0D91DR119718 (for the purpose of this paragraph only, the “Vehicle”), from a private seller. Plaintiff first experienced the Transmission Defect in July 2018 at approximately 58,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Bucking and Kicking on Acceleration (Shuddering and Juddering), Delayed Acceleration, Gears Slipping, Lack of Power, Delayed Downshifts, Hard Decelerations/Clunks when Slowing or Accelerating, Transmission Failures in Traffic, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff sought transmission repairs from the following dealership: Auto Mall, 1565 Auto Mall Loop, Colorado Springs, CO 80920. Plaintiff has sought repairs one time under warranty. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. The Vehicle was repaired on the following date: November 20, 2018.

444. Plaintiff Sean Quirk (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Delaware, residing in the City of Magnolia.



On or about May 20, 2016, Plaintiff purchased a 2013 Ford Fusion Titanium, with a 43/41/42 Hybrid CVT, Ford HF35 transmission, Vehicle Identification Number 3FA6P0K92DR152259 (for the purpose of this paragraph only, the “Vehicle”), from Winner Ford, located at 591 South DuPont Hwy, Dover, DE 19901. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Internet Marketing and Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect on or about May 20, 2019, at approximately 21,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Lack of Power, Delayed Downshifts, and Hard Decelerations/Clunks when Slowing or Accelerating. Plaintiff sought transmission repairs from the following dealership: Ford Dealership in Dover, 591 S. Dupont Hwy, Dover, DE 19901. Plaintiff has sought repairs four times under warranty. Plaintiff was charged

a fee before the Vehicle would be inspected or repaired. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Vehicle Will Be Dependable As-Is, Drivability is Acceptable, Transmission Functions Normally, Problems Could Not Be Replicated, and Drivability Concerns Expressed Were “Normal.” The Vehicle was repaired on the following dates: July 10, 2017, February 20, 2018, and February 26, 2018.

445. Plaintiff Selita Janey (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Maryland, residing in the City of Bowie. On or about December 30, 2016, Plaintiff purchased a 2017 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H76HR227055 (for the purpose of this paragraph only, the “Vehicle”), from Darcars Lanham Ford, located at 9020 Lanham Severn Road, Lanham, MD 20706. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff first experienced the

Transmission Defect in December of 2018. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Lack of Power, Premature Wear of Internal Components, Complete Transmission Failure Requiring Repair/Replacement, and Complete Breakdown. Plaintiff contacted Ford about the Transmission Defect in December 2018. Plaintiff sought transmission repairs from the following dealership: DARCARS Ford Lanham, 9020 Lanham Severn Road, Lanham, MD 20706. Plaintiff has sought repairs three times under warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Drivability is Acceptable, Transmission Functions Normally, and Drivability Concerns Expressed Were “Normal.” The Vehicle was repaired on the following dates: April 2018, December 2018 and November 2, 2019.

446. Plaintiff Shannon Figures (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Illinois, residing in the City of Chicago. On or about June 1, 2016, Plaintiff purchased a 2013 Ford Fusion SE, with a 23/36/28 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0HRXDR319748 (for the purpose of this paragraph only, the “Vehicle”), from CarMax, located at 1800 South Oak Park, Tinley Park, IL 60477. Plaintiff

first experienced the Transmission Defect in 2017 at approximately 56,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Gears Slipping, Lack of Power, Delayed Downshifts, Hard Decelerations/Clunks when Slowing or Accelerating, Transmission Failures in Traffic, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff sought transmission repairs from the following dealership: Webb Ford, 9809 Indianapolis Blvd., Highland, IN 46322. Plaintiff has sought repairs one time under warranty. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Vehicle Will Be Dependable As-Is and Transmission Functions Normally. The Vehicle was repaired in: 2016.

447. Plaintiff Shemaiah Hohn (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of New York, residing in the City of Queens Village. On or about November 14, 2014, Plaintiff purchased a 2013 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H74DR327570 (for the purpose of this paragraph only, the

“Vehicle”), from Westbury Jeep, Chrysler, Dodge Inc., located at 100 Jericho Turnpike, Jericho, NY 11753. Plaintiff first experienced the Transmission Defect on or about November 21, 2014, at approximately 35,400 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Difficulty Stopping, Lack of Power, Hard Decelerations/Clunks when Slowing or Accelerating, Transmission Failures in Traffic, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff contacted Ford about the Transmission Defect in December 2014. Plaintiff sought transmission repairs from the following dealership: Levittown Ford, 980 S. Broadway, RTE 107, Hicksville, NY 11801. Plaintiff has sought repairs one time under warranty and one time outside the warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Drivability Concerns Expressed Were “Normal.” The Vehicle was repaired in: October 2017.

448. Plaintiff Sherri Sprenger (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Missouri, residing in the City of Whitewater. On or about March 1, 2017, Plaintiff purchased a 2013 Ford Fusion SE, with a 21/31/25 (FWD) 6F35 six-speed automatic transmission, Vehicle Identification

Number 3FA6P0K9XDR146869 (for the purpose of this paragraph only, the “Vehicle”).

449. Plaintiff Shirley Palmer (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of New York, residing in the City of Amsterdam. On or about December 1, 2016, Plaintiff purchased a 2016 Ford Fusion, SEL FWD, with a 43/41/42 Hybrid CVT, Ford HF35 transmission, Vehicle Identification Number 3FA6P0H94GR236854 (for the purpose of this paragraph only, the “Vehicle”), from Metro Ford, located at 3601 State Street, Schenectady, NY 12304. Plaintiff first experienced the Transmission Defect in October 2016 at approximately 19,400 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking, Delayed Acceleration and Delayed Downshifts. Plaintiff sought transmission repairs from the following dealership: Metro Ford, 3601 State Street, Schenectady, NY 12304. Plaintiff has sought repairs three times outside the warranty. The Vehicle was repaired in: November 2019.

450. Plaintiff Sophia Bramlett (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Mississippi, residing in the City of Meridian. On or about January 1, 2017, Plaintiff purchased a 2013 Ford Fusion SE, with a

23/36/28 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0HR9DR150192 (for the purpose of this paragraph only, the “Vehicle”), from Massey Super Mart Autosales, located at 1023 MS-39, Meridian, MS 39301. Plaintiff has experienced, and continues to experience, the following manifestation of the Transmission Defect: Violent Jerking. Plaintiff experienced a transmission failure that resulted in a collision. Plaintiff sought transmission repairs from the following dealership: Massey Super Mart Autosales, 1023 MS-39, Meridian, MS 39301. Plaintiff has sought repairs three times under warranty. The Vehicle was repaired in: 2017 and 2018.

451. Plaintiff Srinath Vasireddy (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of New Jersey, residing in the City of Parsippany. On or about February 1, 2011, Plaintiff purchased a 2011 Ford Fusion, SEL FWD, with a 6F35 six-speed automatic transmission, Vehicle Identification Number 3FAHP0JA5BR193941 (for the purpose of this paragraph only, the “Vehicle”), from Performance Ford, located at 906 NJ-10, Randolph, NJ 07869. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims

or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect on or about June 8, 2018, at approximately 88,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Delayed Acceleration and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff contacted Ford about the Transmission Defect on or about August 12, 2018. Plaintiff sought transmission repairs from the following dealership: Performance Ford, 906 NJ-10, Randolph, NJ 07869. Plaintiff has sought repairs one time outside the warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Transmission Functions Normally. The Vehicle was repaired on the following date: June 8, 2018.

452. Plaintiff Steffanie Gillentine (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Mississippi, residing in the City of Coldwater. On or about February 4, 2016, Plaintiff purchased a 2014 Ford Fusion Titanium, with a 21/31/25 (FWD) 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0K94ER161921 (for the purpose of this paragraph



only, the “Vehicle”), from Auto Nation Ford, located at 2515 Mt. Moriah Road, Memphis, TN 38115. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Knocking Noises and Car Dies When Driving in Slow Speeds. Plaintiff contacted Ford about the Transmission Defect in November 2017. Plaintiff sought transmission repairs from the following dealership: Homer Skelton Ford of Millington, 9030 TN-3, Millington, TN 38053. Plaintiff has sought repairs three times under warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Vehicle Will Be Dependable As-Is, Drivability is Acceptable, Transmission Functions Normally, Problems Could Not Be Replicated, and Drivability Concerns Expressed Were “Normal.” The Vehicle was repaired in: December 2017 and November 2018.

453. Plaintiff Stephen Rust (for the purpose of this paragraph only,

“Plaintiff”), is a citizen of the State of New Jersey, residing in the City of Ringwood. On or about January 5, 2016, Plaintiff purchased a 2014 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H75ER235899 (for the purpose of this paragraph only, the “Vehicle”), from Maplecrest Ford Lincoln of Union, located at 2800 Springfield Avenue, Suite 1, Vauxhall, NJ 07088. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect on or about March 3, 2016, at approximately 11,372 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Delayed Downshifts, and Hard Decelerations/Clunks when Slowing or Accelerating. Plaintiff contacted Ford about the Transmission Defect on or about July 5, 2017. Plaintiff sought transmission repairs from the following

dealership: Route 23 AutoMall (Ford), 1301 NJ-23, Butler, NJ 07405. Plaintiff has sought repairs five times under warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Vehicle Will Be Dependable As-Is, Drivability is Acceptable, Transmission Functions Normally, Problems Could Not Be Replicated and Drivability Concerns Expressed Were “Normal.” The Vehicle was repaired on the following dates: March 3, 2016, October 24, 2016, November 21, 2016, June 27, 2017, and July 20, 2017.

454. Plaintiff Tabitha Jones (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Kentucky, residing in the City of Louisville. On or about October 30, 2016, Plaintiff purchased a 2014 Ford Fusion S, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 1FA6P0G75E5269247 (for the purpose of this paragraph only, the “Vehicle”), from Issacs, located at 133 W. Elm Street, Jeffersonville, IN 47150. Plaintiff first experienced the Transmission Defect on or about November 11<sup>th</sup>, 2015. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering).

455. Plaintiff Takeisha Nicholson-Lockett (for the purpose of this

paragraph only, “Plaintiff”), is a citizen of the State of Tennessee, residing in the City of Memphis. On or about July 1, 2016, Plaintiff purchased a 2016 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H73GR364128 (for the purpose of this paragraph only, the “Vehicle”).

456. Plaintiffs Tamara Neal and Peggy Pelfrey’s claim is scheduled to be dismissed without prejudice

457. Plaintiff Tarrell Card (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Michigan, residing in the City of Madison Heights. On or about September 19, 2016, Plaintiff purchased a 2013 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H75DR387809 (for the purpose of this paragraph only, the “Vehicle”), from Royal Oak Ford Sales, Inc., located at 27550 Woodward, Royal Oak, MI 48067. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability,

Sustainability/Long-Lasting, and Reliability. Plaintiff first experienced the Transmission Defect on or about June 24, 2019, at approximately 70,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Delayed Acceleration, Gears Slipping, Lack of Power, hard Decelerations/Clunks when Slowing or Accelerating, Transmission Failures in Traffic, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff contacted Ford about the Transmission Defect on or about September 24, 2019. Plaintiff sought transmission repairs from the following dealership: USA Transmission, 20595 Middlebelt Road, Livonia, MI 48152. Plaintiff has sought repairs one time outside the warranty. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. The Vehicle was repaired on the following date: July 1, 2019.

458. Plaintiff Terri Lawrence (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Pennsylvania, residing in the City of Boothwyn. On or about July 1, 2013, Plaintiff purchased a 2011 Ford Fusion, SEL FWD, with a 6F35 six-speed automatic transmission, Vehicle Identification Number 3FAHP0JG7BR292670 (for the purpose of this paragraph only, the “Vehicle”).

459. Plaintiff Terry Cole (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Texas, residing in the City of Winona. On or about July 1, 2016, Plaintiff purchased a 2016 Ford Fusion, SE , with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 1FA6P0H70G5117989 (for the purpose of this paragraph only, the “Vehicle”), from Arlington Ford, located at 416 Elm Street, Winona, TX 75792. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff has experienced, and continues to experience, the following manifestation of the Transmission Defect: Lack of Power.

460. Plaintiff Terry Lewis (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Michigan, residing in the City of Clarkston. On or about March 1, 2014, Plaintiff purchased a 2013 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number

3FA6P0H70DR342048 (for the purpose of this paragraph only, the “Vehicle”), from Randy Wise Ford, Inc., located at 968 S. Ortonville Road, Ortonville, MI 48462. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: TV, Radio or Billboard Ads and Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability and Reliability. Plaintiff first experienced the Transmission Defect in September 2013 at approximately 500 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Bucking and Kicking on Acceleration (Shuddering or Juddering), Gears Slipping, Lag and Loud Noise when Shifting. Plaintiff contacted Ford about the Transmission Defect in 2013, 2014, 2015, 2016, 2017 and on January 17, 2018. Plaintiff sought transmission repairs from the following dealership: Randy Wise Ford 968 S. Ortonville Road, Ortonville, MI 48462. Plaintiff has sought repairs at least six times, receiving a repair only one time under warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Problems Could Not Be Replicated. The Vehicle was never successfully repaired.

461. Plaintiff Tiffany Brockington (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Michigan, residing in the City of Detroit. On or about December 19, 2015, Plaintiff purchased a 2014 Ford Fusion Titanium, with a 21/31/25 (FWD) 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0K96ER358363 (for the purpose of this paragraph only, the “Vehicle”), from Matthews-Hargreaves Chevrolet, located at 2000 Twelve Mile Road, Royal Oak, MI 48067. Plaintiff first experienced the Transmission Defect in April. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking, and Kicking on Acceleration (Shuddering and Juddering), Delayed Acceleration, Difficulty Stopping and Transmission Failures in Traffic.

462. Plaintiff Tiffeny Miller (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Georgia, residing in the City of Atlanta. On or about September 1, 2014, Plaintiff purchased a 2013 Ford Fusion SE, with a 23/36/28 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0HR2DR236542 (for the purpose of this paragraph only, the “Vehicle”), from CarMax, located at 3100 Mt. Zion Pkwy., Stockbridge, GA 30281. Plaintiff



viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Consumer Awards/Reviews. Plaintiff first experienced the Transmission Defect on or about January 15, 2015, at approximately 25,000 miles. Plaintiff has experienced, and continues to experience, the following manifestation of the Transmission Defect: Gears Slipping. Plaintiff sought transmission repairs from the following dealership: Allan Vigil Ford Lincoln, 6790 Mt. Zion Blvd., Morrow, GA 30260. Plaintiff has sought repairs two times outside the warranty. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Transmission Functions Normally. The Vehicle was repaired in the following: January 2015 and March 2016.

463. Plaintiff Tim Nash (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Maine, residing in the City of Falmouth. On or about May 30, 2016, Plaintiff purchased a 2013 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H79DR185071 (for the purpose of this paragraph only, the “Vehicle”), from Prime Ford, located at 857 Portland Road, Saco, ME 04072. Plaintiff viewed

or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect on or about June 10, 2016, at approximately 54,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking, Difficulty Stopping, Delayed Downshift, Hard Decelerations/Clunks when Slowing or Accelerating, Premature Wear of Internal Components, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff sought transmission repairs from the following dealership: Rowe Ford Westbrook, 91 Main Street, Westbrook, ME 04092. Plaintiff has sought repairs one time under warranty. The Vehicle was repaired in: June 2016.

464. Plaintiff Tim Nash (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Maine, residing in the City of Falmouth. On or about September 1, 2016, Plaintiff purchased a 2016 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number

3FA6P0H74GR149485 (for the purpose of this paragraph only, the “Vehicle”), from Yankee Ford, located at 165 Waterman Drive, South Portland, ME 04106. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability, and Free of Transmission Issues. Plaintiff first experienced the Transmission Defect on or about January 15, 2017, at approximately 50,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Difficulty Stopping, Delayed Downshifts, Hard Decelerations/Clunks when Slowing or Accelerating, and Transmission Failures in Traffic.

465. Plaintiff Tim Turner (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Florida, residing in the City of Port Charlotte. On or about January 1, 2012, Plaintiff purchased a 2011 Ford Fusion, SEL FWD, with a 6F35 six-speed automatic transmission, Vehicle Identification

Number 3FAHP0JA0BR105510 (for the purpose of this paragraph only, the “Vehicle”), from Emporium Auto Mart, located at 6828 N. Florida Avenue, Tampa, FL 33604. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: TV, Radio or Billboard Ads. Plaintiff first experienced the Transmission Defect in 2013 at approximately 42,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering and Juddering), Delayed Acceleration, Lack of Power, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff sought transmission repairs from the following dealership: Don Gasgarth’s Charlotte County Ford, 3156 Tamiami Trail, Port Charlotte, FL 33952. Plaintiff has sought repairs four times outside the warranty. The Vehicle was never successfully repaired.

466. Plaintiff Timothy Faith’s claim is scheduled to be dismissed without prejudice.

467. Plaintiff Timothy Phillips (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Minnesota, residing in the City of Andover.

On or about December 15, 2016, Plaintiff purchased a 2014 Ford Fusion SE, with a 23/34/27 6F35 six-speed automatic w/start-stop transmission, Vehicle Identification Number 3FA6P0HD5ER354297 (for the purpose of this paragraph only, the “Vehicle”), from Morris’s Buffalo Ford, located at 3901 158<sup>th</sup> Avenue NW, Andover, MN 55304. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability, Drivability, Sustainability/Long-Lasting, Reliability and Free of Transmission issues. Plaintiff first experienced the Transmission Defect on or about September 10, 2018, at approximately 98,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Transmission Failures in Traffic, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff contacted Ford about the Transmission Defect on or about September 11, 2018. Plaintiff sought transmission repairs from the following dealership: Complete Auto Service, 3657 Bunker Lake Blvd. NW., Andover, MN 55304. Plaintiff has sought repairs one

time outside the warranty. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. The Vehicle was repaired on the following date: September 11, 2018.

468. Plaintiff Timothy Searcy (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Texas, residing in the City of Sunnyvale. On or about July 1, 2015, Plaintiff purchased a 2015 Ford Fusion SE, with a 23/34/27 6F35 six-speed automatic w/start-stop transmission, Vehicle Identification Number 3FA6P0HD6FR126939 (for the purpose of this paragraph only, the “Vehicle”), from North Central Ford, located at 1819 N. Central Expressway, Richardson, TX 75080. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability and Reliability. Plaintiff first experienced the Transmission Defect in 2016 at approximately 30,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering and Juddering), Gears Slipping,

Transmission Failures in Traffic, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff sought transmission repairs from the following dealership: Town East Ford, 18411 Lyndon B Johnson Freeway, Mesquite, TX 75150. Plaintiff has sought repairs five times under warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Drivability is Acceptable, Transmission Functions Normally and Drivability Concerns Expressed Were “Normal.” The Vehicle was repaired between 2017-2018.

469. Plaintiff Todd Prekker (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Minnesota, residing in the City of Loretto. On or about August 1, 2014, Plaintiff purchased a 2010 Ford Fusion SE, with a 6F35 six-speed automatic transmission, Vehicle Identification Number 3FAHP0JG7AR250403 (for the purpose of this paragraph only, the “Vehicle”).

470. Plaintiff Todd Uresti (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of New York, residing in the City of Interlaken. On or about August 1, 2017, Plaintiff purchased a 2014 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H76ER278096 (for the purpose of this paragraph only, the

“Vehicle”), from a private seller. Plaintiff first experienced the Transmission Defect in 2017 at approximately 80,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Delayed Acceleration, Gears Slipping, and Lack of Power. Plaintiff sought transmission repairs from the following dealership: Fuccillo Ford of Seneca Falls, 2027 HWY 20, Seneca Falls, NY 13148. Plaintiff has sought repairs three times outside the warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Transmission Functions Normally. The Vehicle was never successfully repaired.

471. Plaintiff Tonya Terrell’s claim is scheduled to be dismissed without prejudice.

472. Plaintiff Trent Turner’s claim is scheduled to be dismissed without prejudice

473. Plaintiff Tyler Deleon (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Florida, residing in the City of Jacksonville. On or about February 1, 2016, Plaintiff purchased a 2012 Ford Fusion Titanium, with a 6F35 six-speed automatic transmission, Vehicle Identification Number 3FAHP0HA4CR254607 (for the purpose of this paragraph only, the “Vehicle”),



from Honda of the Avenues, located at 11333 Philips Hwy, Jacksonville, FL 32256. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Internet Marketing. Plaintiff first experienced the Transmission Defect on or about May 11, 2016, at approximately 69,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Delayed Acceleration, Gears Slipping, Difficulty Stopping, Lack of Power, Delayed Downshifts, Hard Decelerations/Clunks when Slowing or Accelerating, and Premature Wear of Internal Components. Plaintiff contacted Ford about the Transmission Defect in May 2016. Plaintiff has sought repairs three times under warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Transmission Functions Normally. The Vehicle was never successfully repaired.

474. Plaintiff Tyler Dezso (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Ohio, residing in the City of Elyria. On or about September 1, 2016, Plaintiff purchased a 2015 Ford Fusion, SE Hybrid, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number

3FA6P0H78FR237633 (for the purpose of this paragraph only, the “Vehicle”).

475. Plaintiff Tyler Patin (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Mississippi, residing in the City of Gulfport. On or about August 1, 2016, Plaintiff purchased a 2016 Ford Fusion SE, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0G78GR376020 (for the purpose of this paragraph only, the “Vehicle”).

476. Plaintiff Tyrall A. Butler (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Ohio, residing in the City of Cincinnati. On or about November 20, 2016, Plaintiff purchased a 2012 Ford Fusion SE, with a 6F35 six-speed automatic transmission, Vehicle Identification Number 3FAHP0JG5CR337770 (for the purpose of this paragraph only, the “Vehicle”), from Walter Sweeney Ford, located at 5400 Glenway Ave, Cincinnati, OH 45238. Plaintiff first experienced the Transmission Defect in 2017 at approximately 65,000 miles. Plaintiff has experienced, and continues to experience, the following manifestation of the Transmission Defect: Violent Jerking.

477. Plaintiff Valerie Sevak (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Illinois, residing in the City of Decatur. On or about February 22, 2018, Plaintiff purchased a 2010 Ford Fusion SE, with a

6F35 six-speed automatic transmission, Vehicle Identification Number 3FAHP0JG7AR141018 (for the purpose of this paragraph only, the “Vehicle”).

478. Plaintiff Vertesha Taylor (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Mississippi, residing in the City of Jackson. On or about May 27, 2015, Plaintiff purchased a 2013 Ford Fusion SE, with a 23/36/28 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0HR3DR198173 (for the purpose of this paragraph only, the “Vehicle”).

479. Plaintiff Victoria Harris (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of New Jersey, residing in the City of Montclair. On or about December 16, 2014, Plaintiff purchased a 2014 Ford Fusion SE, with a 43/41/42 Hybrid CVT, Ford HF35 transmission, Vehicle Identification Number 3FA6P0HU1ER125499 (for the purpose of this paragraph only, the “Vehicle”), from Koch Ford, located at 3810 Hecktown Road, Easton, PA 18045. Plaintiff first experienced the Transmission Defect in February 2019 at approximately 150,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Sudden and Unexpected Shaking, and Delayed Acceleration. Plaintiff contacted Ford about the Transmission Defect in February 2019. Plaintiff sought transmission repairs

from the following dealership: Montclair Motor Works, 40 Claremont Avenue, Montclair, NJ 07042. Plaintiff has sought repairs seven times outside the warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Transmission Functions Normally. The Vehicle was repaired in the following: March 2019, May 2019, June 2019, July 2019, August 2019 and September 2019.

480. Plaintiff William Hasemann (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Indiana, residing in the City of Merrillville. On or about January 1, 2016, Plaintiff purchased a 2016 Ford Fusion SE, with a 23/34/27 6F35 six-speed automatic w/start-stop transmission, Vehicle Identification Number 3FA6P0HDXGR244445 (for the purpose of this paragraph only, the “Vehicle”), from Westfield Ford, Inc., located at 6200 South La Grange Road, Countryside, IL 60525. Plaintiff viewed or otherwise received the following advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability and Reliability. Plaintiff has experienced, and continues to experience, the following manifestation

of the Transmission Defect: Powertrain Control Module Failure. Plaintiff sought transmission repairs from the following dealership: Art Hill Ford Lincoln, 901 W. Lincoln HWY., Merrillville, IN 46410. Plaintiff has sought repairs two times under warranty. The Vehicle was repaired on the following dates: January 17, 2017, and June 1, 2017.

481. Plaintiff William Holland (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of New York, residing in the City of Levittown. On or about June 7, 2016, Plaintiff purchased a 2013 Ford Fusion SE, with a 43/41/42 Hybrid CVT, Ford HF35 transmission, Vehicle Identification Number 3FA6P0H97DR327810 (for the purpose of this paragraph only, the “Vehicle”), from City Mitsubishi, located at 56-15 Northern Blvd., Woodside, NY 11377. Plaintiff first experienced the Transmission Defect on or about July 22, 2016, at approximately 58,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Gears Slipping, Delayed Downshifts, and Premature Wear of Internal Components. Plaintiff sought transmission repairs from the following dealership: Schultz Ford Lincoln, Inc., 80 NY-304, Nanuet, NY 10954. Plaintiff has sought repairs two times under warranty. Plaintiff was assured of the following when Plaintiff sought

transmission repairs to the Vehicle: Transmission Functions Normally and Problems Could Not Be Replicated. The Vehicle was unsuccessfully repaired on the following dates: July 22, 2016, and August 19, 2019.

482. Plaintiff William Northgraves (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of South Carolina, residing in the City of Mount Pleasant. On or about September 16, 2015, Plaintiff purchased a 2015 Ford Fusion Titanium, with a 43/41/42 Hybrid CVT, Ford HF35 transmission, Vehicle Identification Number 3FA6P0K92FR297305 (for the purpose of this paragraph only, the “Vehicle”), from Rowe Ford Westbrook, located at 91 Main Street, Westbrook, ME 04092. Plaintiff first experienced the Transmission Defect in January 2018 at approximately 60,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Bucking and Kicking on Acceleration (Shuddering or Juddering), and Delayed Acceleration. Plaintiff sought transmission repairs from the following dealership: Rowe Ford Westbrook, 91 Main Street, Westbrook, ME 04092. Plaintiff has sought repairs one time outside the warranty. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Problems Could Not Be Replicated. The Vehicle was never successfully repaired.

483. Plaintiff William Parra (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of North Carolina, residing in the City of Durham. On or about September 1, 2015, Plaintiff purchased a 2011 Ford Fusion SE, with a 6F35 six-speed automatic transmission, Vehicle Identification Number 3FAHP0HA0BR197739 (for the purpose of this paragraph only, the “Vehicle”), from Jose’s Auto Salvage Yard, located at 1220 Wrenn Road, Durham, NC 27703. Plaintiff first experienced the Transmission Defect on or about December 12, 2015, at approximately 98,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking, Bucking and Kicking on Acceleration (Shuddering or Juddering), Gears Slipping, and Hard Decelerations/Clunks when Slowing on Acceleration.

484. Plaintiff William Schweiger (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Pennsylvania, residing in the City of Baden. On or about May 8, 2014, Plaintiff purchased a 2013 Ford Fusion Titanium, with a 20/29/23 (AWD) 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0D90DR189923 (for the purpose of this paragraph only, the “Vehicle”), from Woltz and Winn Ford, located at 2100 Washington Pike, Carnegie, PA 15106. Plaintiff viewed or otherwise received the following

advertisements or representations by Ford and relied on them in deciding to purchase the Vehicle: Internet Marketing and Dealership Salesperson. Ford dealership sales personnel made the following claims or representations to Plaintiff, on which Plaintiff relied in deciding to purchase the Vehicle: Vehicle Dependability. Plaintiff first experienced the Transmission Defect in June 2018 at approximately 52,000 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Delayed Acceleration, Lack of Power, Hard Decelerations/Clunks when Slowing or Accelerating, Transmission Failures in Traffic, and Complete Transmission Failure Requiring Repair/Replacement. Plaintiff sought transmission repairs from the following dealership: Jeff's Transmission Service, 5564 William Flinn HWY, Gibsonia, PA 15044. Plaintiff has sought repairs two times outside the warranty. Plaintiff was charged a fee before the Vehicle would be inspected or repaired. Plaintiff was assured of the following when Plaintiff sought transmission repairs to the Vehicle: Transmission Functions Normally. The Vehicle was repaired on the following dates: August 1, 2018, and January 2019.

485. Plaintiff William Spear (for the purpose of this paragraph only, "Plaintiff"), is a citizen of the State of Maine, residing in the City of Boothbay. On



or about July 20, 2015, Plaintiff purchased a 2015 Ford Fusion SE, with a 23/34/27 6F35 six-speed automatic w/start-stop transmission, Vehicle Identification Number 3FA6P0HD7FR210302 (for the purpose of this paragraph only, the “Vehicle”).

486. Plaintiff Wyatt Karstetter (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Oregon, residing in the City of Sandy. On or about February 1, 2017, Plaintiff purchased a 2014 Ford Fusion Titanium, with a 21/31/25 (FWD) 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0K96ER294230 (for the purpose of this paragraph only, the “Vehicle”).

487. Plaintiff Yolanda Danzy (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of North Carolina, residing in the City of Garner. On or about January 1, 2017, Plaintiff purchased a 2016 Ford Fusion, SEL FWD, with a 21/32/25 6F35 six-speed automatic transmission, Vehicle Identification Number 3FA6P0H78GR235575 (for the purpose of this paragraph only, the “Vehicle”).

488. Plaintiff Zachary Hockensmith (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Ohio, residing in the City of Galion. On or about May 15, 2013, Plaintiff purchased a 2012 Ford Fusion S, with a 6F35

six-speed automatic transmission, Vehicle Identification Number 3FAHP0HA8CR374071 (for the purpose of this paragraph only, the “Vehicle”), from Donley Ford of Galion, located at 702 Charles Street, Galion, OH 44833. Plaintiff first experienced the Transmission Defect on or about July 5, 2011, at approximately 20 miles. Plaintiff has experienced, and continues to experience, the following manifestations of the Transmission Defect: Violent Jerking and Delayed Downshifting.

489. Plaintiff Zachary Stepp (for the purpose of this paragraph only, “Plaintiff”), is a citizen of the State of Michigan, residing in the City of Berkley. On or about December 1, 2016, Plaintiff purchased a 2010 Ford Fusion S, with a 6F35 six-speed automatic transmission, Vehicle Identification Number 3FAHP0HA1AR146510 (for the purpose of this paragraph only, the “Vehicle”), from Royal Oak Ford, located at 27550 Woodward Avenue, Royal Oak, MI 48067. Plaintiff first experienced the Transmission Defect in 2018 at approximately 70,000 miles. Plaintiff has experienced, and continues to experience, the following manifestation of the Transmission Defect: Car Leaps When Shifting.

490. Plaintiff Zakk Agentowicz’s claim is scheduled to be dismissed without prejudice.

**COUNT I**  
**BREACH OF EXPRESS WARRANTIES**

491. Plaintiffs incorporate herein by reference paragraphs 1 through 490 as though herein fully restated and re-alleged.

492. Plaintiffs' Vehicles constitute goods under the Uniform Commercial Code ("UCC"), Sections 2-105(1) and 2A-103(h).<sup>18</sup>

493. Each of Plaintiff's purchase or lease of their Vehicle was accompanied by an express warranty as defined in UCC Sections 2-313 and/or 2A-210, written and otherwise offered by Ford, whereby said warranty was part of the basis of the bargain of upon which each Plaintiff relied.

494. Plaintiffs' Vehicles were not as warranted and represented in that they have the Transmission Defects and exhibit the conditions described above, as well as defects or conditions as reflected in the various repair orders, technical service bulletins, special service messages, recall documents and consumer complaints in Ford's possession.

495. As a result of the Transmission Defects in Plaintiffs' Vehicles,

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<sup>18</sup> All states at issue in this litigation, except for Louisiana, have adopted Article 2 of the UCC in substantially the same form. All states at issue in this litigation, except for Louisiana, California, and Nevada, have adopted Article 2A of the UCC in substantially the same form.

Plaintiffs' Vehicles cannot be reasonably relied on by Plaintiffs for the ordinary purpose of providing safe, reliable, and efficient transportation.

496. As a result of the Transmission Defects in Plaintiffs' Vehicles, Plaintiffs have suffered significant diminution in the value of their Vehicles.

497. Plaintiffs have provided Ford with sufficient opportunities to repair or replace their Vehicles.

498. Plaintiffs have reasonably met all obligations and pre-conditions as provided in the express warranty that accompanied their Vehicle.

499. Ford has breached the express warranties by failing to adequately repair Plaintiffs' Vehicles and/or have not repaired Plaintiffs' Vehicles in a timely fashion, and the Vehicles remain in a defective condition.

500. Even though the express warranty provided to Plaintiffs limited Plaintiffs' remedy to repair and/or adjust defective parts, the defects in Plaintiffs' Vehicles have rendered the limited warranty ineffective to the extent that the limited repair and/or adjustment of defective parts failed of its essential purpose, pursuant to UCC Section 2-719(2) and/or the above remedy is not the exclusive remedy under UCC Section 2-719(1)(b).

501. Plaintiffs' Vehicles continue to contain Transmission Defects that

substantially impair the use, value and safety of the Vehicles to Plaintiffs.

502. These defects and non-conformities could not reasonably have been discovered by Plaintiffs prior to Plaintiffs' acceptance of their Vehicles.

503. Ford induced Plaintiffs' acceptance of their Vehicles by agreeing, by means of the express warranty, to remedy, within a reasonable time, those defects which had not been or could not have been discovered prior to acceptance and, further, by Ford's failure to disclose the Transmission Defects and/or Ford's active concealment of same.

504. As a result of the Transmission Defects in Plaintiffs' Vehicles, Plaintiffs have lost faith and confidence in their Vehicles and Plaintiffs cannot reasonably rely upon their Vehicles for the ordinary purpose of safe, reliable and efficient transportation.

505. As a result of Ford's breaches of express warranties, Plaintiffs have suffered the damages set forth above.

506. To the extent that Plaintiffs' Vehicles are covered by a lease or finance contract, Ford has a duty to indemnify Plaintiffs and hold Plaintiffs harmless should Plaintiffs prevail on their claims for breach of express warranty.

507. At all times relevant hereto, Ford has had superior knowledge

concerning the above described Transmission Defects, which were known to Ford prior to the time of Plaintiffs' purchases or leases.

508. Despite Ford's superior knowledge, Ford failed to disclose the Transmission Defects to Plaintiffs and, further, actively concealed the Transmission Defects from Plaintiffs.

509. As a result of Ford's intentional misconduct, any limitation on Plaintiffs' remedies for breach of express or implied warranties would be unconscionable under Uniform Commercial Code Sections 2-302 and/or 2A-108.

WHEREFORE, Plaintiffs request that this Honorable Court enter a judgment against Ford granting the following relief:

- a. Declare that acceptance has been properly revoked by Plaintiffs and for damages incurred in revoking acceptance or, alternatively, damages in whatever amount Plaintiffs are found to be entitled;
- b. A refund of the purchase or lease price paid by Plaintiffs for his or her Vehicle;
- c. An Order striking any contractual limitations on Plaintiffs' remedies as unconscionable and requiring Ford to indemnify Plaintiffs and hold Plaintiffs harmless with respect to any lease or

- finance contract covering Plaintiffs' Vehicles;
- d. Incidental, consequential and actual damages;
- e. Costs, interest, and actual attorney fees; and
- f. Such other relief this Court deems just and equitable.

**COUNT II**  
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

510. Plaintiffs incorporate herein by reference paragraphs 1 through 490 as though herein fully restated and re-alleged.

511. Ford is a "merchant" with respect to motor vehicles under the Uniform Commercial Code Section 2-104(1).

512. Plaintiffs' Vehicles were subject to implied warranties of merchantability under UCC Sections 2-314 and/or Section 2A-212.

513. Plaintiffs' Vehicles were not fit for the ordinary purpose for which such goods are used and/or the Vehicles would not pass without objection in the trade for the product description.

514. The Transmission Defects and problems herein described rendered Plaintiffs' Vehicles unmerchantable.

515. Ford failed to adequately remedy the Transmission Defects in Plaintiffs' Vehicles within a reasonable time, and the Vehicles continue to be in

unmerchantable condition at the time of filing this Complaint.

516. As a result of Ford's breaches of implied warranties, Plaintiffs have suffered the damages set forth above.

517. To the extent that Plaintiffs' Vehicles are covered by a lease or finance contract, Ford has a duty to indemnify Plaintiffs and hold Plaintiffs harmless should Plaintiffs prevail on their claims for breach of implied warranty.

518. At all times relevant hereto, Ford has had superior knowledge concerning the above described Transmission Defects, which were known to Ford prior to the time of Plaintiffs' purchases or leases.

519. Despite Ford's superior knowledge, Ford failed to disclose the Transmission Defects to Plaintiffs and, further, actively concealed the Transmission Defects from Plaintiffs.

520. As a result of Ford's intentional misconduct, any limitation on Plaintiffs' remedies for breach of express or implied warranties would be unconscionable under Uniform Commercial Code Sections 2-302 and/or 2A-108.

WHEREFORE, Plaintiffs request that this Honorable Court enter a judgment against Ford granting the following relief:

- a. Declare that acceptance has been properly revoked by Plaintiffs



and for damages incurred in revoking acceptance or, alternatively, damages in whatever amount Plaintiffs are found to be entitled;

- b. A refund of the purchase or lease price paid by each Plaintiff for his or her Vehicle;
- c. An Order striking any contractual limitations on Plaintiffs' remedies as unconscionable and requiring Ford to indemnify Plaintiffs and hold Plaintiffs harmless with respect to any lease or finance contract covering Plaintiffs' Vehicles;
- d. Incidental, consequential and actual damages;
- e. Costs, interest, and actual attorney fees; and
- f. Such other relief this Court deems just and equitable.

**COUNT III**  
**REVOCATION OF ACCEPTANCE PURSUANT TO**  
**MICH. COMP. LAWS § 440.2608 AND/OR DAMAGES PURSUANT**  
**TO MICH. COMP. LAWS § 440.2714(2)**

521. Plaintiffs incorporate herein by reference paragraphs 1 through 490 as though herein fully restated and re-alleged.

522. As described, *supra*, the non-conformities associated with the Transmission Defects were latent and not readily discoverable by Plaintiffs upon reasonable inspection, and Ford represented that the aforesaid defects and

non-conformities would be cured within a reasonable time; further Ford failed to disclose and in fact actively concealed the Transmission Defects and non-conformities as set forth above.

523. Ford has failed and/or refused to cure the aforesaid non-conformities within a reasonable time.

524. The non-conformities substantially impair the value of Plaintiffs' Vehicles in that the defects or conditions have rendered the Vehicles dangerous and unpredictable to operate and have caused Plaintiffs to lose faith in their Vehicles.

525. As a result of Ford's breaches of express and implied warranties, Plaintiffs are entitled to revoke acceptance pursuant to Uniform Commercial Code Sections 2-608 and/or 2A-508 or to damages sufficient to put each Plaintiff in as good a position as he or she would have been had Ford fully performed.

526. Plaintiffs' revocations occurred within a reasonable time, and with notice to Defendants, promptly after Plaintiffs discovered the grounds for it. Here, Ford has engaged in a deliberate cover-up, fraudulently representing to

Plaintiffs that the defects they were experiencing were “normal.”<sup>19</sup>

527. Plaintiffs offer to tender their Vehicles in exchange for a refund of the purchase or lease price, together with such incidental and consequential damages allowed by law.

528. Plaintiffs’ filing of their Complaint in this Court is sufficient notice of their intent to revoke.<sup>20</sup>

529. To the extent that Plaintiffs’ Vehicles are covered by a lease or finance contract, Ford has a duty to indemnify Plaintiffs and hold Plaintiffs harmless should Plaintiffs prevail on their claims for revocation.

WHEREFORE, Plaintiffs request that this Honorable Court enter a judgment against Ford granting the following relief:

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<sup>19</sup> “Where delay in revoking acceptance is attributable to efforts or promises to correct the defect or nonconformity in the goods, revocation even after a relatively lengthy period of time may still be timely within the statute.” *City Nat’l Bank v Wells*, 181 W Va 763, 770 (1989). *See, e.g., Tiger Motor Co v McMurtry*, 284 Ala 283 (1969) (**12 months**); *Dopieralla v Arkansas Louisiana Gas Co*, 255 Ark 150, (1973) (**40 months**); *Regents of Univ of Colorado v Pacific Pump & Supply, Inc*, 35 Colo App 36 (1974) (**over 22 months**); *Conte v Dwan Lincoln-Mercury, Inc*, 172 Conn 112 (1976) (**14 months**); *Fablok Mills, Inc v Cocker Mach & Foundry Co*, 125 NJ Super 251, cert den, 64 NJ 317 (1973) (**24 months**); *Ybarra v Modern Trailer Sales, Inc*, 94 NM 249 (1980) (**48 months**); *Cardwell v International Housing, Inc*, 282 Pa Super 498 (1980) (**21 months**); *Vista Chevrolet, Inc v Lewis*, 704 SW2d 363 (Tex App 1983), *rev’d on other grounds*, 709 SW2d 176 (Tex 1986) (**20 months**).

<sup>20</sup> *King v Taylor Chrysler Plymouth*, 184 Mich. App. 204, 211; 457 N.W.2d 42 (1990) (no particular words or form are required to give notice; filing of the complaint is sufficient notice under the UCC).

- a. Declare that acceptance has been properly revoked by Plaintiffs and for damages incurred in revoking acceptance or, alternatively, damages in whatever amount Plaintiffs are found to be entitled;
- b. A refund of the purchase or lease price paid by Plaintiffs for his or her Vehicle;
- c. An Order requiring Ford to indemnify Plaintiffs and hold Plaintiffs harmless with respect to any lease or finance contract covering Plaintiffs' Vehicles;
- d. Incidental, consequential and actual damages;
- e. Costs, interest, and actual attorney fees; and
- f. Such other relief this Court deems just and equitable.

**COUNT IV**  
**VIOLATION OF MICH. COMP. LAWS §§ 445.901 - 445.922**  
**(MICHIGAN CONSUMER PROTECTION ACT)**

530. Plaintiffs incorporate herein by reference paragraphs 1 through 490 as though herein fully restated and re-alleged.

531. Plaintiffs are “persons” as defined in the Michigan Consumer Protection Act, Mich. Comp. Laws § 445.902(d).

532. The transactions complained of herein constitute “trade or

commerce” as defined in the Michigan Consumer Protection Act, and Plaintiffs purchased or leased their Vehicles “primarily for personal, family, or household purposes.” Mich. Comp. Laws § 445.902(g).

533. Ford engaged in the following unfair, unconscionable, or deceptive methods, acts, or practices in the conduct of trade or commerce:

- a. Representing through its advertising, warranties, and other express representations that Plaintiffs’ Vehicles’ transmissions had benefits or characteristics that they did not actually have;
- b. Representing that Plaintiffs’ Vehicles’ transmissions were of a particular standard or quality when they were not;
- c. Advertising the Vehicles and in particular the Vehicles’ transmissions with the intent not to sell them as advertised and, when so doing, concealing and suppressing facts material to the true characteristics, standards and qualities of the Vehicles and transmissions;
- d. At the time of the aforesaid sales and leases, Ford knew or had reason to know that Plaintiffs’ Vehicles had the Transmission Defects and non-conformities described above, but failed to

disclose this material information to Plaintiffs;

- e. Failing to reveal material facts which tended to mislead Plaintiffs and which facts could not reasonably have been known by Plaintiffs;
- f. Failing to adequately and properly inform Plaintiffs of their rights and remedies with respect to the transactions which are the subject of this Complaint;
- g. Misrepresenting Plaintiffs' rights and/or failing to advise Plaintiffs of remedies with respect to the transactions which are the subject of this Complaint, as hereinbefore alleged;
- h. Attempting to disclaim or limit the implied warranty of merchantability and fitness for use without clearly and conspicuously disclosing same;
- i. Failing to provide promised benefits, both as hereinbefore set forth and as promised or implied by operation of law;
- j. Causing a probability of confusion or of misunderstanding as to Plaintiffs' legal rights, obligations, and/or remedies with respect to the purchase or lease of their Vehicles;

k. Entering into a consumer transaction in which the Plaintiffs purportedly waived a right, benefit, or immunity provided by law, without clearly stating the waiver and obtaining Plaintiffs' specific consent to the waiver.

534. Ford's deceptive practices were specifically designed to induce Plaintiffs to buy their Vehicles with the "upgraded" automatic transmission.

535. The above described conduct violated the Michigan Consumer Protection Act, specifically but not limited to Mich. Comp. Laws § 445.903 and sub-paragraphs thereunder.

536. None of Plaintiffs' claims fall within the jurisdiction of any regulatory board or officer; accordingly Mich. Comp. Laws § 445.904(1)(a) does not bar Plaintiffs' private right of action under the MCPA. The burden of establishing the applicability of Mich. Comp. Laws § 445.904(1)(a), or any other exception to the MCPA, falls on Defendant. Mich. Comp. Laws § 445.904(4).

537. Upon information and belief, the aforesaid violations were not due to a bona fide error, inasmuch as Ford failed to have any procedures in place designed to prevent the aforesaid violations and, further, engaged in the same unfair and deceptive acts or practices in connection with the sale or lease of

numerous other vehicles. Further, to this day, Ford continues to engage in the unlawful practices set forth above.

538. As a result of Ford's violations as set forth above, Plaintiffs have suffered a loss within the meaning of the Act, including both monetary and non-monetary and, also, are entitled to statutory damages, equitable relief and attorney fees as provided in the Michigan Consumer Protection Act, specifically, Mich. Comp. Laws § 445.911.

WHEREFORE, Plaintiffs pray for Judgment against Ford in whatever amount Plaintiffs are found to be entitled, together with equitable relief, actual and/or statutory damages, interest, costs, and reasonable attorney fees as provided by statute.

**COUNT V**  
**UNIFORM COMMERCIAL CODE - UNCONSCIONABILITY**

539. Plaintiffs incorporate herein by reference paragraphs 1 through 490 as though herein fully restated and re-alleged.

540. At all times relevant hereto, Ford has had superior knowledge concerning the above described Transmission Defects and which defect was known to Ford prior to the time of Plaintiffs' purchases or leases.

541. Despite Ford's superior knowledge, Ford failed to disclose the



Transmission Defect to Plaintiffs and, further, actively concealed the Transmission Defect from Plaintiffs.

542. As a result of Ford's intentional misconduct, any limitation on Plaintiffs' remedies for breach of express or implied warranties would be unconscionable under Uniform Commercial Code Sections 2-302 and/or 2A-108.

WHEREFORE, Plaintiffs pray that this Honorable Court strike any contractual limitations on Plaintiffs' remedies as unconscionable and that Plaintiffs be granted such other and further relief as this Court deems appropriate.

**COUNT VI**  
**AFFIRMATIVE FRAUD**

543. Plaintiffs incorporate herein by reference paragraphs 1 through 490 as though herein fully restated and re-alleged.

544. The fraud alleged in this Count was committed by Ford from at least 2009 to the present, affecting at least Fusion MYs 2010 to 2017 across North America.

545. Ford made material, false representations about the Fusion and its transmissions while it knew these representations were false, or it made the representations recklessly without knowledge of their truth, intending that Plaintiffs and other consumers would act on those representations. Plaintiffs did

indeed act in reliance on Ford's misrepresentations and suffered damage as a result.

546. Ford made many representations about the quality, smooth shifting capabilities, efficiency, power, and reliability of its 6F35 and CVT Fusion automatic transmissions, detailed above. *E.g.*, ¶¶ 36 through 47. In addition to such representations made to customers in person via Ford dealership sales people and pursuant to specific marketing advice from Ford, Ford made these representations directly to the general public, its pool of potential purchasers and lessees, including Plaintiffs, through marketing messages such as print, television, and internet advertisements, event sponsorships, and other marketing tactics. Ford also reached the public with its representations through its press releases to the media and trade publications and via the marketing messages, including marketing brochures, that it supplies to Ford dealerships to distribute to potential customers such as Plaintiffs. *See* ¶¶ 36 through 47, for focused discussion of some of Ford's specific marketing messages, as well as those described herein, generally, and **Exhibits G – R**.

547. Ford also made material representations in and by issuing its warranties, on which Plaintiffs relied in deciding to purchase or lease a Fusion.

Plaintiffs' reliance on the warranty promises, both express and implied, was reasonable.

548. These representations actually were material to Plaintiffs decision to purchase or lease, as alleged above, and they would be material to any reasonable consumer making such a major financial decision as purchasing or leasing a vehicle. Plainly put, no one wants to pay good money for a dangerous and unreliable vehicle with known defects in its powertrain.

549. As detailed extensively, *infra*, and incorporated here, Ford's representations about the Fusion transmissions were false. The allegations of these Plaintiffs (§§ 116 through 490), the sample of 573 consumer complaints to NHTSA (**Exhibits S & T**), the sample of 12 TSBs (**Exhibit U**), and the numerous publications reporting on the widespread and serious Fusion Transmission Defects (**Exhibits V – X & Z - EE**) all belie Ford's representations—and they represent but a fraction of the upset customers and documentation that exist. Formal discovery will undoubtedly uncover further evidence of the falsity of Ford's representations.

550. Ford continued to make these misrepresentations for many years after it knew they were false—at least from 2009 to the present. While formal

discovery will be necessary to pinpoint Ford's earliest knowledge of the Transmission Defects and the falsity of its representations, the earliest relevant TSB Plaintiffs have located was issued by Ford over ten years ago in September 2009. **Exhibit U** at 1.

551. Ford's representations and omissions as herein alleged were undertaken as an affirmative scheme designed to prevent Plaintiffs from obtaining information about the nature and existence of their claims involving their Vehicles' defective transmissions. In furtherance of this scheme, Ford also represented to Plaintiffs that the symptoms described above were "normal," or were somehow the fault of the Plaintiffs, or that the problems had been repaired. All of these statements were false and made with the intent to deceive and mislead Plaintiffs who relied on the statements to their detriment by failing to secure multiple repairs often required to substantiate claims and submit said claims earlier. Furthermore, by engaging in the following tactics, Ford purposefully and actively discouraged Plaintiffs from discovering the nature and existence of the defects and thereby eliminated or restricted Plaintiffs' ability to substantiate their claims with documentary evidence of multiple repairs or repair attempts: (a) charging "inspection fees" for warranty work in order to deter

Plaintiffs from seeking repairs and submitting claims timely; (b) refusing to service Vehicles because Plaintiffs have commenced litigation against Ford in order to limit the number of repairs or repair attempts; and (c) failing to provide service records upon request by Plaintiffs in order to further limit Plaintiffs' ability to corroborate the existence of multiple repairs or repair attempts.

552. Alternatively, Ford made the representations recklessly, without knowledge of their truth as a positive assertion. Based on its superior access to materials that establish the existence of the Transmission Defects, Ford should have known that Plaintiffs' Vehicles had the Transmission Defects.

553. Ford's representations were expected and intended to induce Plaintiffs to purchase or lease Plaintiffs' Vehicles equipped with automatic transmissions.

554. Companies spend money to market their products to fuel consumer demand, induce sales, and thereby generate profit. Likewise, Ford advertised and marketed the subject Fusions with positive representations, including specific representations about the transmissions, with the intent to induce consumers, including Plaintiffs, to act on those representations by purchasing or leasing a Fusion, thereby generating profit for Ford while increasing its market share and

brand value.

555. Plaintiffs purchased or leased their Vehicles in reliance upon Ford's representations.

556. Plaintiffs, reasonably relying on Ford's representations and omissions, were deceived into purchasing their Vehicles at prices far in excess of the values which would have been assigned to such Vehicles had these transmission defects and dangers been disclosed; further, Ford's representations and omissions deceived Plaintiffs concerning the existence of the defects and Plaintiffs' rights and remedies with respect to the Transmission Defects.

557. Plaintiffs have filed this Complaint within two years of when they discovered or should have discovered the existence of their claims.

558. As a result of Ford's misrepresentations, Plaintiffs suffered damages as described in ¶¶ 111-115 and elsewhere and incorporated here.

WHEREFORE, Plaintiffs pray that this Honorable Court enter Judgment against Ford in whatever amount Plaintiffs are found to be entitled, together with interest, costs and attorney fees, plus such other and further relief as this Court deems appropriate.

**COUNT VII**  
**SILENT FRAUD, INCLUDING FRAUDULENT CONCEALMENT**

559. Plaintiffs incorporate herein by reference paragraphs 1 through 490 as though herein fully restated and re-alleged.

560. Ford committed silent fraud by suppressing and continuing to suppress material facts which it is duty-bound to disclose. Ford's silent fraud goes beyond a mere failure to disclose and includes repeatedly and continually misrepresenting the Fusion and its transmissions. Ford failed and continues to fail to disclose material information that would reveal its previous representations to be untrue or misleading. In some cases, a Plaintiff expressed a particular concern or directly inquired about quality and reliability of the Vehicle and its transmission, but Ford and its agents (Ford dealerships and their salespeople) failed to fully disclose relevant material facts.<sup>21</sup>

561. Given that Ford had particular and unique knowledge of the Transmission Defects and previously had made affirmative marketing representations lauding the Fusion transmissions, Ford committed silent fraud by allowing Vehicles to be sold/leased to Plaintiffs and profiting from same without disclosing that the Vehicles and their automatic transmissions were defective and

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<sup>21</sup> See *M D, Inc. v. McConkey*, 231 Mich. App. 22, 28-29 (1998) (citations omitted).

susceptible to sudden and premature failure.

562. In particular, Plaintiffs are informed, believe, and thereon allege that prior to Plaintiffs acquiring their Vehicles, Ford was well aware that the transmissions integrated in Plaintiffs' Vehicles were defective but failed to disclose this fact to Plaintiffs at the time of sale and thereafter.<sup>22</sup>

563. Ford repeatedly and publicly represented that the automatic transmissions in Fusions provide superior function, utility, reliability and other benefits and characteristics, for example: a "smooth-shifting 6-speed automatic." **Exhibits G & I**, 2010 & 2011 Ford Fusion Brochures.

564. Specifically, Ford knew or should have known that Plaintiffs' Vehicles had the Transmission Defects. The Transmission Defects present a safety hazard and are unreasonably dangerous to consumers because they can suddenly and unexpectedly affect the driver's ability to control speed, acceleration, and deceleration.

565. Ford acquired its knowledge of the Transmission Defects prior to Plaintiffs acquiring their Vehicles, through sources not available to consumers

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<sup>22</sup> Indeed, Ford has issued various technical bulletins to its dealers (not consumers or the general public) concerning the defective transmissions integrated in Fusions as outlined in this Complaint.



such as Plaintiffs, including but not limited to pre-production and post-production testing data, early consumer complaints about the Transmission Defects made directly to Ford and its network of dealers, aggregate warranty data compiled from Ford's network of dealers, testing conducted by Ford in response to these complaints, as well as warranty repair and part replacements data received by Ford from Ford's network of dealers, amongst other sources of internal information. *E.g.*, **Exhibit U**, TSBs.

566. Ford knew about the Transmission Defects and their safety risks since at least 2009, if not before. **Exhibit U** at 1, Sept. 2009 TSB. Ford nevertheless concealed and failed to disclose the defective nature of Plaintiffs' Vehicles and their automatic transmissions to Plaintiffs at the time of sale and thereafter.

567. Had Plaintiffs known that their Vehicles suffered from the Transmission Defects, Plaintiffs would not have purchased or leased their Vehicles, or alternatively, would not have paid the contract price therefore.

568. Ford knew that their Fusions and their automatic transmissions suffered from inherent defects, were defective, would fail prematurely, and were not suitable for the intended use. *Id.*

569. The facts concealed or not disclosed by Ford to Plaintiffs are material in that a reasonable person would have considered them to be important in deciding whether or not to purchase/lease the Vehicle, and the concealed and undisclosed facts actually are important to Plaintiffs and would have affected each Plaintiff's purchase/lease decision had they been fully disclosed by Ford. Had Plaintiffs known that their Vehicles and their transmissions were defective at the time of sale, they would not have purchased their Vehicles.

570. Ford further withheld and continues to withhold information concerning the defects set forth herein, and affirmatively misrepresented and continues to misrepresent the above-described symptoms as being "normal," when Ford knew and continues to know that its representations and omissions are misleading, and, in fact, Ford intended its representations and omissions to mislead Plaintiffs concerning the nature and existence of the above described Transmission Defects.

571. Ford was under a legal duty to Plaintiffs to disclose the defective nature of their Vehicles and their automatic transmissions, the safety consequences and/or the associated repair costs because:

- a. Ford acquired its knowledge of the Transmission Defects and their

potential consequences prior to Plaintiffs acquiring their Vehicles, though sources not available to consumers such as Plaintiffs, including but not limited to pre-production testing data, early consumer complaints about the Transmission Defects made directly to Ford and its network of dealers, aggregate warranty data compiled from Ford's network of dealers, testing conducted by Ford in response to these complaints, as well as warranty repair and part replacements data received by Ford from Ford's network of dealers, amongst other sources of internal information;

- b. Ford knew or should have known the true state of facts about the material defects contained in Vehicles equipped with automatic transmissions because Ford was in a superior position with exclusive access to various internal sources; and
- c. Plaintiffs could not reasonably have been expected to learn of or discover the Transmission Defects and their potential consequences until well after Plaintiffs purchased their Vehicles;
- d. Ford itself created the risk of harm and the instrument of the harm by designing, manufacturing, marketing, selling, and leasing Fusions

with defective transmissions, including doing so after Ford knew of the Transmission Defects and the serious risks its actions and inactions were creating; and

- e. Ford's affirmative representations created a false positive impression of the Fusion and its transmissions in the minds of the public, potential purchasers and lessees, including Plaintiffs, and trade and industry professionals and commentators such that Ford had a duty to correct that false impression.

572. In failing to disclose the Transmission Defects to Plaintiffs, Ford has knowingly and intentionally concealed material facts and breached its duty not to do so.

573. Plaintiffs are reasonable consumers who do not expect their transmissions to fail and not work properly. Plaintiffs further expect and assume that Ford will not sell or lease vehicles with known material defects, including but not limited to those involving the transmissions, and will disclose any such defects to its consumers before selling such vehicles.

574. Plaintiffs, reasonably relying on Ford's representations and omissions, were deceived into purchasing their Vehicles at prices far in excess of

the values which would have been assigned to such Vehicles had these transmission defects and dangers been disclosed; further, Ford's representations and omissions deceived Plaintiffs concerning the existence of the defects and Plaintiffs' rights and remedies with respect to the Transmission Defects.

575. As a result of Ford's misconduct, Plaintiffs have suffered and will continue to suffer actual damages as described in ¶¶ 111-115 and elsewhere.

576. Plaintiffs have filed this Complaint within two years of when they discovered or should have discovered the existence of their claims.

WHEREFORE, Plaintiffs pray that this Honorable Court enter Judgment against Ford in whatever amount Plaintiffs are found to be entitled, together with interest, costs and attorney fees, plus such other and further relief as this Court deems appropriate.

**COUNT VIII**  
**INNOCENT MISREPRESENTATION**

577. Plaintiffs incorporate herein by reference paragraphs 1 through 490 as though herein fully restated and re-alleged.

578. In deciding to purchase or lease their Vehicles, Plaintiffs detrimentally relied on Ford's false representations regarding the Fusion and its transmission (detailed in paragraphs 36 - 47 above) in that they paid significant

sums of money to purchase or lease their Vehicles, which came with undisclosed and hazardous Transmission Defects, putting them and others at risk. Plaintiffs also lost the opportunity to instead spend their money on a vehicle that would function properly, safely, and as represented.

579. Plaintiffs' detrimental reliance inured to Ford's benefit: Ford realized monetary and non-monetary gains as a result of Plaintiffs' Fusion purchases and leases.

580. Plaintiffs have filed this Complaint within two years of when they discovered or should have discovered the existence of their claims.

WHEREFORE, Plaintiffs pray that this Honorable Court enter Judgment against Ford in whatever amount Plaintiffs are found to be entitled, together with interest, costs and attorney fees, plus such other and further relief as this Court deems appropriate.

**COUNT IX**  
**UNJUST ENRICHMENT**

581. Plaintiffs incorporate herein by reference paragraphs 1 through 490 as though herein fully restated and re-alleged.

582. As the intended and expected result of its conscious wrongdoing, Ford has profited and benefitted from the purchase and leasing of Plaintiffs'

Vehicles, in that Ford sold Plaintiffs defective products for the price of non-defective products.

583. Ford has voluntarily accepted and retained these profits and benefits, derived from Plaintiffs, with full knowledge and awareness that, as a result of Ford's fraud and other conscious and intentional wrongdoing, Plaintiffs were not receiving products of the quality, nature, fitness, or value that had been represented by Ford or that Plaintiffs, as reasonable consumers, expected.

584. By virtue of the conscious wrongdoing alleged in this Complaint, Ford has been unjustly enriched at the expense of the Plaintiffs, who are entitled to in equity, and hereby seek, the disgorgement and restitution of Ford's wrongful profits, revenue, benefits, to the extent, and in the amount, deemed appropriate by the Court, and such other relief as this Court deems just and proper to remedy Ford's unjust enrichment.

WHEREFORE, Plaintiffs pray that this Honorable Court enter Judgment against Ford for equitable relief, including but not limited to, disgorgement and restitution of Ford's wrongful profits, revenue, benefits, to the extent, and in the amount, deemed appropriate by the Court, and such other relief as this Court deems just and proper to remedy Ford's unjust enrichment.

**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a jury trial in the above-entitled cause.

Respectfully submitted,  
STERN LAW, PLLC  
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DATED: November 21, 2019

**CERTIFICATE OF SERVICE**

I hereby certify that on November 21, 2019, I electronically filed the above document using the ECF system, which will send notification of such filing to all counsel of record.

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